

<b>INFORMATION TO OFFERORS OR QUOTERS</b>  <i>(Section A - Cover Sheet)</i>	1 SOLICITATION NO.  <b>N0017499R0034</b>	2. (X one) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; border: 1px solid black;"></td> <td>a. SEALED BID</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;"><b>X</b></td> <td>b. NEGOTIATED (RFP)</td> </tr> <tr> <td style="border: 1px solid black;"></td> <td>c. NEGOTIATED (RFQ)</td> </tr> </table>		a. SEALED BID	<b>X</b>	b. NEGOTIATED (RFP)		c. NEGOTIATED (RFQ)
	a. SEALED BID							
<b>X</b>	b. NEGOTIATED (RFP)							
	c. NEGOTIATED (RFQ)							

**INSTRUCTIONS**

**NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.**

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive To the terms of solicitation involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Forms 18 and 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modification of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals".

The envelope used in submitting your reply must be plainly marked with Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is Prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)	<b>Supply Department, Code 1141B  Indian Head Div, NAVSURFWARCEN  101 Strauss Avenue  Indian Head, Md. 20640</b>
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4. ITEM TO BE PURCHASED (Brief description)  
  

**Engineering, Environmental Planning and Compliance**

5. PROCUREMENT INFORMATION (X and complete as applicable)

<b>X</b>	a. THIS PROCUREMENT IS UNRESTRICTED	Task 1 & 2
<b>X</b>	b. THIS PROCUREMENT IS A 100% SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section 1 of the Table of Contents	
	in this solicitation for details of the set-aside.)	
	<b>Task 3 &amp; 4</b>	
<b>X</b>	(1) Small Business	(2) Labor Surplus Area Concern
		(3) Combined Small Business/ Labor Area Concern

6. ADDITIONAL INFORMATION:  
  
**POC: Michael L. Burch, Code 1141B**  
**Email: MichaelBurch@supply.ih.navy.mil**  
**Tel: 301-744-6662 Fax: 301-744-6546**

FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL

7 NAME AND ADDRESS  <b>Burch, Michael L.</b> ADDRESS SAME AS BLOCK 3	TELEPHONE (Area Code, No. & Ext.)  <b>301-744-6662</b>	<b>NO COLLECT CALLS</b>
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8. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/>
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM (s)		<input type="checkbox"/>
<input type="checkbox"/>	OTHER (Specify)		THE TYPE OF ITEMS INVOLVED
9. MAILING LIST INFORMATION (X ONE)			
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
		WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE OF ITEM (s) INVOLVED	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)		(2) Title	(3) Signature
			(4) Date Signed (YYMMDD)

DD FORM 1707 REVERSE, MAR 90

FOLD

AFFIX  
STAMP  
HERE

FROM:

SOLICITATION NUMBER <b>N0017499R0034</b>	
DATE (YYMMDD) <b>01 Sep 1999</b>	LOCAL TIME <b>3:00 PM EST</b>

TO: **SUPPLY DEPARTMENT  
INDIAN HEAD DIVISION, NSWC  
101 STRAUSS AVENUE  
INDIAN HEAD, MARYLAND 20640  
CODE: 1141B**

FOLD

<b>SOLICITATION, OFFER AND AWARD</b>		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 350) >		RATED DO/S10	PAGE OF 3 PAGES
2. CONTRACT NO.	3. SOLICITATION NO.  N00174-99-R-0034		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED  1-Sep-99	6. REQUISITION/PURCHASE NO.
7. ISSUED BY  SUPPLY DEPARTMENT  INDIAN HEAD DIVISION, NAVSURWARCEN  INDIAN HEAD MD 20640  ATTN: Michael L. Burch, CODE 1141B, (301) 744-6662			8. ADDRESS OFFER TO (If other than Item 7)  CODE N00174		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in SUPPLY DEPARTMENT, BLDG 1558 until 3:00 PM EST local time 01 October 1999  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications and Withdrawals: See Section L, Provision No. 52-214-7, or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL >	A. NAME Michael Louis Burch	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (301) 744-6662
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### 11. TABLE OF CONTENTS

( )	SEC.	DESCRIPTION	PAGE(S)	( )	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS					
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS		
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within          calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) >	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE		18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(C) ( ) <input type="checkbox"/> 41 U.S.C. 253 (C) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) > ITEM		
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

LOT I , BASE YEAR (Date of award through 365 days thereafter)

NOTE: Offeror(s) are permitted to propose on one or more Task Areas. Each Task Area will be evaluated independently to determine the "best overall value". The Government may award one or more contracts per Task Area based on the overall evaluation results and its best interest. For further information see Section L & M.

### TASK AREAS

#### TASK I – ENVIRONMENT SAFETY AND HEALTH

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0001	The contractor shall provide Engineering, Environmental Planning and Compliance Support services to include labor, facilities and other direct costs (ODC's) (Associates Consultants, Supplies/Material, and travel/Per Diem) in accordance with the Statement of work and Specifications/Description set forth in Section C of the contract.	1	LO	\$
0002	Data in accordance with the Statement of Work.		*	\$ NSP
				Total Cost_____
				TotalFixed Fee_____
				Total Cost Plus Fixe Fee_____

#### TASK II – ENVIRONMENTAL APPLICATIONS AND MODELING

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0003	The contractor shall provide Engineering, Environmental Planning and Compliance Support services to include labor, facilities and other direct costs (ODC's) (Associates Consultants, Supplies/Material, and travel/Per Diem) in accordance with the Statement of work and Specifications/Description set forth in Section C of the contract.	1	LO	\$
0004	Data in accordance with the Statement of Work.		*	\$ NSP
				Total Cost_____
				TotalFixed Fee_____
				Total Cost Plus Fixe Fee_____

**Task I & II (Full & Open Competition)**

**TASK III - ENVIRONMENT INFORMATION MANAGEMENT ARCHITECTURE AND TECHNOLOGY**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0005	The contractor shall provide Engineering, Environmental Planning and Compliance Support services to include labor, facilities and other direct costs (ODC's) (Associates Consultants, Supplies/Material, and travel/Per Diem) in accordance with the Statement of work and Specifications/Description set forth in Section C of the contract.	1	LO	\$
0006	Data in accordance with the Statement of Work.		*	\$ NSP

Total Cost \_\_\_\_\_  
Total Fixed Fee \_\_\_\_\_  
Total Cost Plus Fixed Fee \_\_\_\_\_

**TASK IV - ENVIRONMENTAL DATA MANAGEMENT**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0007	The contractor shall provide Engineering, Environmental Planning and Compliance Support services to include labor, facilities and other direct costs (ODC's) (Associates Consultants, Supplies/Material, and travel/Per Diem) in accordance with the Statement of work and Specifications/Description set forth in Section C of the contract.	1	LO	\$
0008	Data in accordance with the Statement of Work.		*	\$ NSP

Total Cost \_\_\_\_\_  
Total Fixed Fee \_\_\_\_\_  
Total Cost Plus Fixed Fee \_\_\_\_\_

**Task III & IV (100% Small Business Set-A-Side)**

**\*NSP - Not Separately Priced**

LOT II , OPTION YEAR I (Date of award through 365 days thereafter)

TASK AREAS

TASK I - ENVIRONMENT SAFETY AND HEALTH

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0009	The contractor shall provide Engineering, Environmental Planning and Compliance Support services to include labor, facilities and other direct costs (ODC's) (Associates Consultants, Supplies/Material, and travel/Per Diem) in accordance with the Statement of work and Specifications/Description set forth in Section C of the contract.	1	LO	\$
0010	Data in accordance with the Statement of Work.		*	\$ NSP
				Total Cost_____
				TotalFixed Fee_____
				Total Cost Plus Fixe Fee_____

TASK II - ENVIRONMENTAL APPLICATIONS AND MODELING

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0011	The contractor shall provide Engineering, Environmental Planning and Compliance Support services to include labor, facilities and other direct costs (ODC's) (Associates Consultants, Supplies/Material, and travel/Per Diem) in accordance with the Statement of work and Specifications/Description set forth in Section C of the contract.	1	LO	\$
0012	Data in accordance with the Statement of Work.		*	\$ NSP
				Total Cost_____
				TotalFixed Fee_____
				Total Cost Plus Fixe Fee_____

Task I & II (Full & Open Competition)

**TASK III - ENVIRONMENT INFORMATION MANAGEMENT ARCHITECTURE AND TECHNOLOGY**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0013	The contractor shall provide Engineering, Environmental Planning and Compliance Support services to include labor, facilities and other direct costs (ODC's) (Associates Consultants, Supplies/Material, and travel/Per Diem) in accordance with the Statement of work and Specifications/Description set forth in Section C of the contract.	1	LO	\$
0014	Data in accordance with the Statement of Work.		*	\$ NSP
				Total Cost_____
				TotalFixed Fee_____
				Total Cost Plus Fixe Fee_____

**TASK IV - ENVIRONMENTAL DATA MANAGEMENT**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0015	The contractor shall provide Engineering, Environmental Planning and Compliance Support services to include labor, facilities and other direct costs (ODC's) (Associates Consultants, Supplies/Material, and travel/Per Diem) in accordance with the Statement of work and Specifications/Description set forth in Section C of the contract.	1	LO	\$
0016	Data in accordance with the Statement of Work.		*	\$ NSP
				Total Cost_____
				TotalFixed Fee_____
				Total Cost Plus Fixe Fee_____

**Task III & IV (100% Small Business Set-A-Side)**

**\*NSP - Not Separately Priced**

LOT III , OPTION YEAR II (Date of award through 365 days thereafter)

TASK AREAS

TASK I - ENVIRONMENT SAFETY AND HEALTH

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0017	The contractor shall provide Engineering, Environmental Planning and Compliance Support services to include labor, facilities and other direct costs (ODC's) (Associates Consultants, Supplies/Material, and travel/Per Diem) in accordance with the Statement of work and Specifications/Description set forth in Section C of the contract.	1	LO	\$
0018	Data in accordance with the Statement of Work.	*		\$ NSP
				Total Cost_____
				TotalFixed Fee_____
				Total Cost Plus Fixe Fee_____

TASK II - ENVIRONMENTAL APPLICATIONS AND MODELING

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0019	The contractor shall provide Engineering, Environmental Planning and Compliance Support services to include labor, facilities and other direct costs (ODC's) (Associates Consultants, Supplies/Material, and travel/Per Diem) in accordance with the Statement of work and Specifications/Description set forth in Section C of the contract.	1	LO	\$
0020	Data in accordance with the Statement of Work.	*		\$ NSP
				Total Cost_____
				TotalFixed Fee_____
				Total Cost Plus Fixe Fee_____

Task I & II (Full & Open Competition)

TASK III - ENVIRONMENT INFORMATION MANAGEMENT ARCHITECTURE AND



**TECHNOLOGY**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0021	The contractor shall provide Engineering, Environmental Planning and Compliance Support services to include labor, facilities and other direct costs (ODC's) (Associates Consultants, Supplies/Material, and travel/Per Diem) in accordance with the Statement of work and Specifications/Description set forth in Section C of the contract.	1	LO	\$
0022	Data in accordance with the Statement of Work.		*	\$ NSP
				Total Cost_____
				TotalFixed Fee_____
				Total Cost Plus Fixe Fee_____

**TASK IV - ENVIRONMENTAL DATA MANAGEMENT**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0023	The contractor shall provide Engineering, Environmental Planning and Compliance Support services to include labor, facilities and other direct costs (ODC's) (Associates Consultants, Supplies/Material, and travel/Per Diem) in accordance with the Statement of work and Specifications/Description set forth in Section C of the contract.	1	LO	\$
0024	Data in accordance with the Statement of Work.		*	\$ NSP
				Total Cost_____
				TotalFixed Fee_____
				Total Cost Plus Fixe Fee_____

**Task III & IV (100% Small Business Set-A-Side)**

\*NSP - Not Separately Priced

**LOT IV , OPTION YEAR III (Date of award through 365 days thereafter)****TASK AREAS****TASK I - ENVIRONMENT SAFETY AND HEALTH**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0025	The contractor shall provide Engineering, Environmental	1	LO	\$

Planning and Compliance  
 Support services to include  
 labor, facilities and other  
 direct costs (ODC's) (Associates  
 Consultants, Supplies/Material,  
 and travel/Per Diem) in accordance  
 with the Statement of work and  
 Specifications/Description set  
 forth in Section C of the contract.

0026      Data in accordance with the Statement of Work.      \*      \$ NSP

Total Cost \_\_\_\_\_  
 Total Fixed Fee \_\_\_\_\_  
 Total Cost Plus Fixed Fee \_\_\_\_\_

**TASK II - ENVIRONMENTAL APPLICATIONS AND MODELING**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0027	The contractor shall provide Engineering, Environmental Planning and Compliance Support services to include labor, facilities and other direct costs (ODC's) (Associates Consultants, Supplies/Material, and travel/Per Diem) in accordance with the Statement of work and Specifications/Description set forth in Section C of the contract.	1	LO	\$

0028      Data in accordance with the Statement of Work.      \*      \$ NSP

Total Cost \_\_\_\_\_  
 Total Fixed Fee \_\_\_\_\_  
 Total Cost Plus Fixed Fee \_\_\_\_\_

**Task I & II (Full & Open Competition)**

**TASK III - ENVIRONMENT INFORMATION MANAGEMENT ARCHITECTURE AND TECHNOLOGY**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0029	The contractor shall provide Engineering, Environmental Planning and Compliance Support services to include labor, facilities and other direct costs (ODC's) (Associates Consultants, Supplies/Material, and travel/Per Diem) in accordance with the Statement of work and Specifications/Description set forth in Section C of the contract.	1	LO	\$

0030      Data in accordance with the Statement of Work.      \*      \$ NSP

Total Cost\_\_\_\_\_

TotalFixed Fee\_\_\_\_\_

Total Cost Plus Fixe Fee\_\_\_\_\_

**TASK IV - ENVIRONMENTAL DATA MANAGEMENT**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0031	The contractor shall provide Engineering, Environmental Planning and Compliance Support services to include labor, facilities and other direct costs (ODC's) (Associates Consultants, Supplies/Material, and travel/Per Diem) in accordance with the Statement of work and Specifications/Description set forth in Section C of the contract.	1	LO	\$
0032	Data in accordance with the Statement of Work.	*		\$ NSP

Total Cost\_\_\_\_\_

TotalFixed Fee\_\_\_\_\_

Total Cost Plus Fixe Fee\_\_\_\_\_

**Task III & IV (100% Small Business Set-A-Side)**

**\*NSP - Not Separately Priced**

**LOT V , OPTION YEAR IV (Date of award through 365 days thereafter)**

**TASK AREAS**

**TASK I - ENVIRONMENT SAFETY AND HEALTH**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0033	The contractor shall provide Engineering, Environmental Planning and Compliance Support services to include labor, facilities and other direct costs (ODC's) (Associates Consultants, Supplies/Material, and travel/Per Diem) in accordance with the Statement of work and Specifications/Description set forth in Section C of the contract.	1	LO	\$
0034	Data in accordance with the Statement of Work.	*		\$ NSP

Total Cost\_\_\_\_\_

TotalFixed Fee\_\_\_\_\_

Total Cost Plus Fixe Fee\_\_\_\_\_

**TASK II - ENVIRONMENTAL APPLICATIONS AND MODELING**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
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0035	The contractor shall provide Engineering, Environmental Planning and Compliance Support services to include labor, facilities and other direct costs (ODC's) (Associates Consultants, Supplies/Material, and travel/Per Diem) in accordance with the Statement of work and Specifications/Description set forth in Section C of the contract.	1	LO	\$
0036	Data in accordance with the Statement of Work.	*		\$ NSP

Total Cost \_\_\_\_\_  
 Total Fixed Fee \_\_\_\_\_  
 Total Cost Plus Fixed Fee \_\_\_\_\_

**Task I & II (Full & Open Competition)**

**TASK III - ENVIRONMENT INFORMATION MANAGEMENT ARCHITECTURE AND TECHNOLOGY**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0037	The contractor shall provide Engineering, Environmental Planning and Compliance Support services to include labor, facilities and other direct costs (ODC's) (Associates Consultants, Supplies/Material, and travel/Per Diem) in accordance with the Statement of work and Specifications/Description set forth in Section C of the contract.	1	LO	\$
0038	Data in accordance with the Statement of Work.	*		\$ NSP

Total Cost \_\_\_\_\_  
 Total Fixed Fee \_\_\_\_\_  
 Total Cost Plus Fixed Fee \_\_\_\_\_

**TASK IV - ENVIRONMENTAL DATA MANAGEMENT**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0039	The contractor shall provide Engineering, Environmental Planning and Compliance Support services to include labor, facilities and other direct costs (ODC's) (Associates Consultants, Supplies/Material, and travel/Per Diem) in accordance with the Statement of work and Specifications/Description set forth in Section C of the contract.	1	LO	\$

0040            Data in accordance with the Statement of Work.            \*            \$ NSP

Total Cost \_\_\_\_\_  
Total Fixed Fee \_\_\_\_\_  
Total Cost Plus Fixed Fee \_\_\_\_\_

**Task III & IV (100% Small Business Set-A-Side)**

**\*NSP - Not Separately Priced**

**PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to \_\_\_\_\_ percent (85%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

**LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

**FEE, COST PLUS FIXED FEE INDEFINITE QUANTITY TYPE CONTRACTS (NSWCIHD) (APR 97)**

The percentage of fee applicable to delivery orders will be the same as the fee established in the basic contract.

**TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be

reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) The Contractor shall not be reimbursed for:

(i) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35; and/or

(ii) the following daily local travel costs:

- travel at U.S. Military Installation where Government transportation is available,
- travel performed for personal convenience/errands, including commuting to and from work, and
- travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

**EXPEDITING CONTRACT CLOSE-OUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract close-out. The term residual dollar amount shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposed of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### NOTES:

1. The Government will award contracts to the offeror representing the best overall value. Offeror's are permitted to propose on one or more Task Areas. Each Task Area will be evaluated independently to determine the "best overall value". The Government may award one or more contracts per Task Area based on the overall evaluation results and its best interest. The Government intends to award no more than two contracts per task. The minimum guaranteed amount of **\$80,000.00** will be shared amongst all awardees.
2. Definition of Contractor - The term contractor as used in this solicitation is defined to include the prime contractor and subcontractors with who the prime contractor has entered into firm commitments prior to award.
3. Definition of Associate/Consultant - For the purpose of this contract, associate/consultant is defined as an expert/specialist person/persons whose expertise is required to assist/support the contractors own team in the performance of a delivery order. These specialized associate/consultant subcontract services shall be incidental to the contractors performance. In accordance with FAR 52.244-3 and other provisions that may be set forth herein, written approval of an associate/consultant subcontract proposed with respect to performance of a delivery order requirement under this contract shall be obtained from the contracting/ordering officer prior to use of these subcontract services. Associates/consultants need not be identified upon submission of offerors original proposal upon which award shall be based but, if applicable, shall be identified in proposals submitted in response to delivery order tasks issued under this contract.
4. By submission of an offer and execution of a contract, the contractor agrees that in performance of the contract, the contractor will perform 50% or more of the total cost of each individual Delivery Order.
5. A definitive DD Form 1423 shall be attached to each delivery order. The DD Form 1423 attached hereto, in Section J, covers requirements with respect to the basic contract only.
6. All offerors are required to submit their plans for Evaluation of Compensation for Professional Employees as part of their original proposal. This requirement is in accordance with FAR 52.222-46.
7. G&A and Fee are not included in the Other Direct Costs (ODCs), Not to Exceed (NTE) amount. Offerors shall add their appropriate rates to the ODCs.

## STATEMENT OF WORK

### Environmental Planning and Compliance

#### 1.0 GENERAL

**1.1 Introduction.** The Indian Head Division, Naval Surface Warfare Center, Indian Head, Maryland has a requirement for business risk assessment and environmental planning and compliance for the Navy, Army, Air Force, Air National Guard and other DoD and non-DoD customers. Requirements include environmental planning and compliance, data management, data technology and exploitation, and applications capabilities to support environmental planning, compliance, and corporate strategic planning and decision making. The primary customer for this contract is Operational Environmental Planning (OEP) Office of the Naval Air Warfare Center Aircraft Division (NAWCAD) Naval Air Station, Patuxent River, Maryland complex.

**1.2 Background.** Operational and environmental managers require necessary information for comprehensive planning, sound decision making, definable compliance and effective process improvement. Increased attention on environmental security requirements make it necessary for systems acquisition personnel to obtain resources to approach optimal situational awareness to support the warfighter. This requires the application of best available technologies to satisfy the need for robust, high fidelity information that is fully integrated. Currently, there are infinite information sources to support environmental security requirements. In order to access, administer and apply such information, managers need highly skilled, multi-disciplined environmental planning and compliance personnel combined with information management personnel to support operational readiness requirements. This contract provides the necessary solutions to integrate multiple data sources, skilled personnel and advanced information applications to support these requirements.

#### 2.0 SCOPE

Required support shall be provided in accordance with specific individual written Delivery Orders (DO's), issued by IHD/NSWC within general scope of this Statement of Work and the contract. The contract is an Indefinite Delivery, Indefinite Quantity, Cost Reimbursement type, with a period of performance of 12 months, and provisions for four 12 - month option periods.

**2.1** This SOW describes Task Areas that establish the specific disciplines requiring contractor support. The Requirements Section (5.0) of the SOW describes the various general work efforts that may be ordered under any given Task Area.

#### 3.0 APPLICABLE DOCUMENTS

**3.1** Unless otherwise specified, the following documents of the issue listed form a part of the Statement of Work and are to be used for **general guidelines only**. Applicable standards, specifications, instructions and directives shall be tailored to meet the specific requirement of the task and shall be identified in the individual delivery order.

DI-MGMT-80227	Contractors Progress, Status and Management Report
DI-MISC-80508	Technical Reports - Study/Services
DI-ADMN-81250A	Conference Minutes
DI-ADMN-81249A	Conference Agenda
DI-ILSS-81521	Training Program Structure Document
DI-ILSS-81523	Training Conduct Support Document
DI-DRPR-81000A	Products Drawings and Associated Lists
DI-MISC-80711	Scientific and Technical Report
MIL-STD-973	Configuration Management



1508) National Environmental Policy Act (42 USC 4321-4370 as implemented by 40 CFR 1500-  
 OPNAVINST 5090.1B Environmental and Natural Resource Planning  
 DODD-4210.15 Hazardous Material Pollution Prevention  
 DODD-6050.1 Environmental Effects in the U.S. of DoD Actions  
 DODI-6055.1 DoD Occupational Safety and Health Program (changes 1-2)  
 DODD-4110.2 Hazardous Material Control and Management  
 DODD 5002.2, 2-M, 2-R Defense Acquisition Policies and Procedures  
 DOD INST 4715.9 Environmental Planning and Analysis

## 4.0 TASK AREAS

### 4.1 TASK I - ENVIRONMENTAL SAFETY AND HEALTH

The contractor shall perform integrated, comprehensive, structured and disciplined approach to environmental safety and health (ESH) planning and compliance for DoD and other programs such as acquisition programs, operational and training activities, and facilities projects. The contractor shall employ a variety of methodologies and techniques for environmental decision making, and policy analysis, legislative and regulatory tracking and compliance monitoring, performance measurement and process improvement. Analyses shall include but not be limited to liability and risk, resource allocation, and life cycle cost analysis. The contractor shall consider environmental issues throughout the life cycle of a program from inception to disposition. The contractor shall integrate environmental safety and health regulations into the system's engineering process, logistics process and planning process.

**4.1.1 Environmental Planning.** The contractor shall provide environmental planning support to various customers for acquisition programs and projects including but not limited to National Environmental Policy Act (NEPA) compliance, alternatives assessment, impact assessment, programmatic planning, and corporate strategic decision making. The contractor shall use a systematic, interdisciplinary approach to integrate engineering and science principles into current methodologies and disciplines including, but not limited to, land use and coastal zone management, regional planning, transportation, air quality, water quality, biological resources, cultural resources and socioeconomic concerns. The contractor shall perform analytical trend analysis, environmental threshold performance indicators, prediction and analysis, and risk assessment and environmental benefits analysis.

**4.1.2 Environmental Compliance Evaluation Program.** The contractor shall perform activities such as the following as directed in individual delivery orders: review environmental compliance requirements and perform environmental self-audits as required, and document audit findings and actions taken to correct deficiencies. The contractor may also be tasked to develop a control system to monitor environmental performance to ensure deficiencies are identified during environmental self audits; and perform environmental compliance evaluations in a timely manner.

**4.1.3 System Safety & Health Hazards.** The contractor shall analyze system safety management tasks (which are reflective of the system engineering processes) and identify environmental concerns. The contractor shall participate in system safety programs, and attend meetings as required, and shall coordinate with various working groups to analyze hazard tracking logs, hazard lists and analyses, health hazard assessments, and safety compliance assessments. The contractor shall identify and evaluate system safety and health hazards, risk levels and system safety programs as may pertain to the overall ESH strategy and shall incorporate system safety and health considerations into the ESH strategy.

**4.1.4 Hazardous Material.** The contractor shall provide the Government with information management, professional and technical services required for the sound management of hazardous materials. This task includes gathering, analyzing, and compiling information of hazardous materials using information technology and the management of hazardous and mixed wastes, hazardous chemicals, health and safety, environmental compliance, and other function related hazardous materials management, as required. Hazardous waste management, shall include waste analysis, minimization, treatment, training, and disposal technological evaluations such as health and safety analysis, evaluations, and training; laser inventory, industrial hygiene, Office of Safety and Health Administration (OSHA) system safety compliance and monitoring, electromagnetic compliance and monitoring, underground storage tank evaluations and remediations; asbestos inspections and evaluation; environmental audits and studies; quality assurance and quality control; community relations planning, and other programmatic technical support.

These analyses shall be conducted to integrate ESH issues into the systems engineering process and to support development of the program strategy and supporting documentation. The contractor shall develop a hazardous material management program, as required, to ensure that appropriate consideration is given to eliminating and reducing the use of hazardous materials in processes and products rather than simply managing pollution created. The selection, use, and disposal of hazardous material shall be evaluated and managed so the Government incurs the lowest cost required to protect human health and the environment over the system's life-cycle, consistent with the program's cost, schedule, and performance goals. Where a hazardous material use cannot be avoided, the program must provide for later material replacement capability in the system design, if technically feasible and economically practical, and shall develop and implement plans and procedures for identifying, minimizing use, tracking, storing, handling, and disposing of such materials and equipment.

**4.1.5 Pollution Prevention.** The contractor shall provide pollution prevention (P2) planning and engineering to control and manage hazardous materials throughout the program's life cycle. The contractor shall evaluate P2 plans as required to identify impacts to systems acquisition programs and operations and to help minimize environmental impacts and the life cycle costs associated with environmental compliance and systems operation, maintenance and disposal. Engineering support on P2 technologies may include opportunity assessments; evaluation of technology alternatives; and cost benefit analyses

**4.1.6 Environmental Field Support.** The contractor shall perform environmental field investigations and studies, performance certification, sampling, and monitoring, as required, to ensure effective and efficient planning and compliance. Sampling could include water, soil, and sediments. Studies could include verification of environmental conditions; and monitoring could include various data, i.e., water quality, air quality, and biological indicators.

## **4.2 TASK II - ENVIRONMENTAL APPLICATIONS AND MODELING**

The contractor shall provide, through modeling and simulation, a diverse quantity of analytical tools and environments for demonstrating, validating, and analyzing the interoperability of multi-force, multi-region warfare. This will provide a high fidelity, "real environment," generation, impact prediction and simulation capability for operational and environmental decision-makers. The contractor shall conduct advanced alternatives assessment, program life cycle planning and prediction, monitoring process development and implementation, business process analyses, and workflow implementation.

**4.2.1 Environmental Modeling Analyses.** The contractor may perform modeling analysis efforts, which may include integration and applications interfaces, data integration and analysis. The contractor may be required to use existing COTS and GOTS, develop enhancements to existing COTS and GOTS, or develop new modeling techniques and models as specified. The contractor shall perform analytical trend analysis, environmental threshold performance indicators, prediction and analysis, and risk assessment and environmental benefits analysis.

**4.2.2 Process Modeling Studies.** The contractor shall perform chemical and physical process modeling studies in order to characterize the processes, predict process efficient compositions, optimize the process for product yield and/or waste minimization, determine fixed and operating costs, and perform economic analyses. The contractor shall use modeling techniques, computer models and/or specifications as specified in the individual delivery order.

**4.2.3 Sensor Technology.** The contractor shall investigate and/or research and develop suitable sensor technologies, analysis techniques, and methods for detecting and characterizing environmental conditions. The contractor shall provide necessary hardware/software to perform detection and classification in environments such as sub surface. The contractor shall demonstrate developed detection, data collection, and classification capabilities.

**4.2.4 Applications Development and Life Cycle Management.** Develop, evaluate or employ operating software systems for reusable support programs for multi-systems applications. Integrate databases to address all life cycle cost aspects of a production or system. Develop systems software programs and procedures algorithms for use in simulation and modeling test beds to verify design concepts of planned or proposed systems. Design, develop and/or apply simulations and models, and operations analysis techniques for logistical planning, scheduling and resource allocation of multiple assets.

**4.2.5 Mission Planning.** The contractor shall conduct mission-planning activities, which will enable decision-makers to conduct environmental security requirement's definition and impact prediction for the warfighter. Advanced modeling techniques shall be used to provide the missing links and seamless interface to bring together the multiple data to ensure the best planned operational scenario for the safest and optimal result. This data resource shall support operational planning and scenario generation, disaster preparedness and emergency management, and range interoperability mission execution decisions.

#### **4.2.5.1 Business Risk Assessment**

**4.2.5.1.1 Test and Evaluation Ranges.** The contractor shall conduct business risk assessments associated with test and evaluation proposals that add and change the mix or range activities. A risk assessment tool shall be developed to integrate noncommensurate factors such as socio-economic impacts, environmental impacts, policy uncertainties, and technical uncertainties, and shall be sensitive to divergent public attitudes about test and evaluation proposals whenever the public perceives itself to be a stake holder.

**4.2.5.1.2 Noise.** The contractor shall evaluate present and future tools to assess the noise impacts from the operations of military aircraft and associated support vehicles and facilities. The contractor shall use specific models and algorithms to assist the Government in balancing operational performance needs and environmental responsibilities by enabling program managers to anticipate the impacts of operational plans before the implementation phase.

**4.2.6 Disaster Management.** The contractor shall provide current and timely situation awareness which is critical for effective disaster management and emergency response. The contractor shall develop operational scenarios, which shall define, reconstruct and model the disaster management and emergency response decision making process, and demonstrate the application with a real world scenario.

### **4.3 TASK III - ENVIRONMENTAL INFORMATION MANAGEMENT ARCHITECTURE AND TECHNOLOGY**

The contractor shall provide the enabling technology to support environmental applications and modeling and data management. The contractor shall design develop and maintain the architecture and infrastructure as it relates to various programs and projects.

**4.3.1 Design, Development and Implementation.** Based on the analysis performed, the contractor shall develop a system solution to include system architectures, system designs, perform system integration, and provide independent test and evaluation and analysis. Solutions shall be based on commercial-of-the-shelf (COTS) hardware and software components, which will meet the requirements, developed as a result of analysis performed. The contractor shall demonstrate the application of emerging or existing technology with emphasis on use of commercial off the shelf (COTS) hardware and software and Non-Developmental Items (NDI) to address upgrades of fielded systems for performance, life cycle cost reduction or replacement due to obsolescence.

**4.3.2 Configuration Life Cycle Management.** The contractor shall develop and maintain systems documentation and procedures to ensure systems life cycle support.

The contractor shall assist in the set-up and performance of system pre-test and evaluation to achieve optimization of equipment performance, and conduct testing to ensure compatibility of systems and subsystems. The contractor shall also be responsible for development of system test documentation and for the conduct of system performance/acceptance testing of all approved hardware/software upgrades and/or modifications resulting from emerging technology applications .

**4.3.3 Data Management.** The contractor shall provide the hardware/software and interfaces to support data management and application tasks such as data administration, access, storage, retrieval and security. The contractor shall recommend upgrades to system architecture as required.

#### **4.4 TASK IV - ENVIRONMENTAL DATA MANAGEMENT**

The contractor shall provide environmentally -sound and quality-assured data for use in planning operations including data acquisition, data administration, configuration management, and on-demand production of data products. Products may include maps, charts, views, demonstrations, three-dimensional renderings, presentations, other data products, and data analyses.

**4.4.1 Data Acquisition.** The contractor shall acquire and format spatial and non-spatial data as required, and shall investigate, identify, evaluate and recommend data sources to support DoD business processes, including but not limited to environmental planning and compliance review, environmental impact assessment, disaster preparedness, and emergency management. The contractor shall consider new and emerging technologies to support data acquisition such as web based tools, remote sensing and techniques.

The contractor shall conduct ground surveys, aerial photography, aerial topographic surveys, global positioning system (GPS) database construction and GIS data conversion as required.

In addition to ground, aerial, and GPS, the contractor shall collect data pertinent to the population of the GIS database from manual and digital sources. This data collection may involve research into existing manually and digitally held documentation, end user applications requirements, generated reports and databases, such as RDT&E resource and meteorological databases, and digital output of data to other users.

**4.4.2 Data Administration.** The contractor shall perform database administration services for various digital libraries and office applications. The contractor shall maintain and keep current all digital and non-digital data holdings, and shall prepare and maintain metadata for digital library catalogs.

**4.4.3 Configuration Management.** The contractor shall provide configuration management services for digital libraries and office applications. The contractor shall maintain a log of all configurations, hardware inventory, and software inventory, and prepare, maintain, and submit configuration management plans, as required.

**4.4.4 On-Demand Data Production.** The contractor shall produce data products and provide data analysis to digital library users as required.

The contractor shall produce data products such as maps, digital geospatial in both digital and printed media. The contractor shall make recommendations on data usage, visualization and analysis to provide the best product to meet the mission requirements.

**4.4.5 Mission Planning.** Operational planning in support of aircraft activities is data intensive with the need to optimize the mission and assess the environmental impact of planned operations on land, air and sea environments, and mitigate potential environmental impacts in accordance with federal, state and local regulations.

The contractor shall integrate existing DoD and non-DoD automated tools and library products with emerging, high-fidelity, and high resolution data to develop a cost-effective capability for data capture, feature extraction, and digital database population in support of Naval Aviation and other service programs. The contractor shall also provide environmental security requirements, operational planning and scenario generation, and range interoperability mission execution information; and all data necessary to validate aircraft operational characteristics, mission planning, and tactics evaluation in various required geographical locations.

#### **5.0 TECHNICAL REQUIREMENTS.**

The contractor shall provide engineering and technical support to NAWCAD in the development, test, and implementation and maintenance of environmental processes and systems.

##### **5.1 Program Support.**

**5.1.1** The contractor shall provide scientific, management and technical support as required throughout all phases of the projects being supported.

**5.1.1.1** The contractor shall provide mission planning systems support with systems engineering services for the design and development thereof.

**5.1.1.2** The contractor shall conduct Program Management Reviews (PMR) as required, and the site, date and time of each shall be mutually agreeable between the contractor and the Government. the contractor shall be responsible for the gathering, preparation, and timely distribution of PMR minutes. The following items shall be addressed at each PMR.

- a. Master program schedule
- b. Status of all delivery orders in which work was performed
- c. Direct labor budgets and variances using projected and actual expenditures
- d. Labor hour expenditure against contract/SOW milestones
- e. Status and/or resolution of assigned special studies, investigations, and action items

**5.1.1.3 Documentation and Data Management Support.** The contractor shall provide support in formats, which shall be defined by individual DO (as necessary) and the applicable CDRL. The contractor will provide automated data management and configuration management services. Documentation will consist of operational system, subsystem,, and component requirement documentation, technical development and design documentation, plans, test plans, specifications, procedures and reports.

**5.1.1.4** Monitor environmental systems and associated interface system program/project status during the following activities: periodic meetings with customer, vendor, and Government points of contact; participation in program/project conferences; status reviews; and meetings. Provide constant input to the Government regarding the status of all areas of assigned programs to include the following:

- a. Program Status
- b. Schedules and Milestones
- c. Documentation
- d. Analysis
- e. Testing
- f. Points of Contact
- g. Technical Issues
- h. Action Items

In addition, develop, update and maintain project status briefs, milestone charts and presentation materials, including presentation media or hard and soft copy.

**5.1.1.5** Furnish technical comments and recommendations to Government environmental program/project manager at program reviews, in-process reviews, technical interchange meetings with customers or vendors, and provide results in the form of minutes, trip reports, white papers and technical reports.

**5.1.1.6** Attend program meetings and reviews as directed by the COR. This involves developing a recommended agenda, establishing a system to track action items, identifying problems/issues, and developing meeting information, data and minutes.

**5.1.1.7** Draft, update, review and provide inputs to program planning and technical documentation as defined by technical direction letters. Provide the appropriate documentation and review comments or recommendations to the Government environmental program/project manager when directed by the COR.

## **5.2 Systems Engineering**

**5.2.1** The contractor shall provide systems engineering support to the Government to maintain the optimum capability in those systems. The contractor shall also provide support in the performance of:

**5.2.1.1 Engineering Analyses.** Provide engineering analyses including requirements analysis, feasibility analysis, concept exploration design analysis impact assessment, and market research and evaluation of commercial off-the-shelf data management technologies and equipment.

a. Requirement analyses shall include examination of existing requirements for new environmental technologies and equipment and recommendations on how to best meet such requirements. These analyses shall, as a minimum, address the following:

- (1) Adequacy of existing or developmental equipment/systems in terms of current, as well as future, requirements with normal growth considered.
- (2) Operability in intended environment.
- (3) Reliability in intended environment.
- (4) Maintainability by qualified personnel.
- (5) Interpretability with other systems.
- (6) Life cycle cost effectiveness.

b. Feasibility analyses shall include the performance of technical studies and analyses to ascertain the cost and feasibility of implementing environmental systems engineering concepts.

c. Technical analyses and support services during system concept exploration for new environmental systems shall provide in-depth analyses of proposed system enhancements, hardware and software trouble reports, associated system modifications, hardware and software changes, and changes to related interface systems for potential impact on existing environmental systems, subsystems, equipment and software.

d. Design/development analyses shall include technical design analyses in support of the development of environmental system designs. These analyses shall consist of:

- (1) A technical record outlining the historical development of the system design.
- (2) A definition of design inadequacies and enhancing features.
- (3) Design improvement alternative(s). The analyses shall address trade-offs and shall provide a recommended approach.
- (4) System capability to operate interactively with both existing and forthcoming systems. The contractor shall identify risks, alternatives, and modification recommendations.

e. Design impact assessment shall include technical investigations of proposed changes, user problems or other directed efforts, which impact the environmental systems and associated interface systems. These investigations shall address realistic engineering alternatives to satisfy the requested change, project implementation and support costs, and shall recommend the best overall solution to satisfy the desired capability.

f. Market research shall include evaluation of commercial and military products (hardware or software) available for potential use in the environmental systems and associated interface programs. The contractor shall prepare a market research report as directed by the COR. The report shall identify, define and evaluate the product's salient technical and physical characteristics, possible applications within environmental systems, existing hardware and software impacts, estimated implementation costs, similar products available from other sources, recommended use of the product and alternative approaches.

**5.2.1.2 Technical Specification Development.** Review, analyze, prepare, and revise specifications and technical standards. This will include preparing specifications for a variety of computer and network systems and equipment.

**5.2.1.3 System Design Reviews.** Provide technical comments and recommendations to NAWCAD environmental program and project managers at Program Design Reviews, Status Reviews, Management Reviews and Adhoc Program Technical Meetings such as:

- a. Preliminary Design Review (PDR)
- b. System Requirements Review (SRR)
- c. Critical Design Review (CDR)
- d. Test Readiness Reviews (TRR)
- e. Technical Meetings
- f. Program/Project Status Review Meetings

### **5.3 Software Engineering.**

**5.3.1** The contractor shall analyze, design, develop, test, evaluate, verify, validate, and deliver software related to information systems and networks. The work efforts include but are not limited to:

**5.3.1.1 System Analyses.** Through system analysis define the following: the purpose, background, and intent of the system and its functional requirements. Define the user's needs, including timing of development, data types and processing needs, communication requirements, report formats, level of user friendliness, response time, off-the-shelf software requirements, security requirements, and system constraints. A recommended Plan of Action and Milestones (POA&M) outlining the tasks to be accomplished shall be provided as well as plans for system installation, an analysis of software and hardware requirements for the system, and a detailed cost-benefit analysis of the hardware, software, personnel, leased lines, and maintenance costs. Provide a technical report and installation engineering plan summarizing the results of the tasks above.

**5.3.1.2 System Software Design and Maintenance.** Participate in system software design in which each environmental system's functional and performance requirements shall be defined. Develop preliminary systems design, and evaluate system capability to meet design goals and to integrate with existing or planned systems. In addition the contractor shall maintain software of existing information systems by analyzing reported problems, developing and testing software to correct the problems.

**5.3.1.3 Software Test Services.** Perform software test services in which informal testing during development shall be conducted and test plans and procedures for formal testing shall be developed. Organizational responsibilities for conducting and coordinating the test including contractor, government, and other agency requirements shall be identified, and formal tests shall be conducted by individuals other than those who developed the software or system. Provide test plans/procedures and test reports summarizing the results of the tasks above.

**5.3.1.4 Independent Verification and Validation (IV&V).** Provide Independent Verification and Validation (IV&V) of software, software documentation and software products. Review, analyze, test and evaluate the results of third party contractor for IV&V activities and provide a detailed report relative to their effectiveness.

**5.3.1.5 Software System Implementation Support.** Provide a detailed installation engineering plan including the accumulation of all data, hardware and software to implement the system. The operational status of the system shall be evaluated monthly for six months and semi-annually thereafter. Provide a curriculum and plans for user Training, both initial OJT and follow-on formal training. Provide training documentation and a systems implementation plan in a technical report summarizing the results of the tasks above as required.

**5.3.1.6 Software System Management.** Provide technical comments and recommendations for software system management of processing, database, file, and network system including suggestions for enhancements, report generation, data entry, and program support. Provide technical support for the evaluation, procurement, installation, and testing of all systems. Computer-aided design and engineering services as well as computer graphics generation support shall also be provided. Provide technical reports summarizing the results of the tasks above.

**5.3.1.7 Network Planning Services.** Assess information system network requirements and planning analyses to define the purpose and objectives of the proposed network, the scope of the applications systems involved, the geographical locations that will be interconnected, estimates of associated costs, and recommendations on the overall feasibility of the network. Provide network maps identifying the geographic scope of the network and all application systems at each location, and the required protocols. Provide technical reports defining the purpose and objectives of the proposed network.

**5.3.1.8 Network Design Services.** Furnish network design engineering services and identify alternate network configurations. Evaluate each configuration to determine any required line controls and modes of operation and develop a cost and benefit analysis. Analyze network software and protocol requirements taking into consideration any configuration constraints, the host computer, software, database management systems, and other software programs in the network. Provide technical reports summarizing the research of the tasks above.

**5.3.1.9 Configuration Management Plan.** Maintain information system software configuration documentation including their interfaces for both operational and developmental information systems. These plans along with software requirements will establish a baseline for software development and testing.

## **5.4 Test and Evaluation**

**5.4.1** The Government maintains information systems comprised of workstations, digitizing equipment, peripheral equipment and the latest versions of application software. This hardware and will be provided under contract as government furnished equipment (GFE) to the contractor who will operate in the government facility. The Government facility will be the primary development center for new applications and provide general test and evaluation support to spatial information management applications development or new technology assessment. The contractor shall provide engineering and technical support in conducting test and evaluation of all operational and functional aspects of newly designed or modified systems, equipment applications and computer software. The contractor shall participate in test and evaluation program by preparing or reviewing test and evaluation plans and procedures or both. Test program support services shall include the witnessing of specified tests, data collection and conversion services, and evaluation of test data. The contractor shall conduct tests at NAWCAD at other designated government facilities. Under this task the contractor shall:

**5.4.1.1 Test Specifications.** Develop or review equipment, inspection and acceptance test plans, procedures and specifications and prepare test requirement documentation for new or modified CADD/GIS systems, subsystems, equipment, and software.

**5.4.1.2 Test Plans/Procedures.** Prepare test plans/procedures for testing and evaluating the specified system, subsystem, equipment and software. The test procedures shall clearly define the objectives of the test, the procedures that must be carried out by the test team to meet these objectives, and the pass/fail criteria for the test.

**5.4.1.3 Engineering and Technical Support.** Provide engineering and technical support in the test and evaluation of the environmental system and associated interface systems, subsystems, equipment, or software following approved test plans and procedures. Specifically the contractor shall:

- a. Install the system, equipment or software at the test suite or at other sites as specified by the delivery order for the purpose of conducting test and evaluation.
- b. Perform tests in accordance with approved test plans and procedures.
- c. Design and fabricate test aids as necessary for use in testing and evaluating the specified system or equipment.

**5.4.1.4 Test and Evaluation Services.** This support applies to systems, which require advance development models, and systems test efforts to effectively test and evaluate design considerations. The emphasis shall be on test and evaluation of system and subsystem performance and overall systems integration testing of proposed development models. Prepare and maintain test and implementation plans, which shall include task definitions and schedules for the design, development, fabrication, equipment installation and test efforts. Provide engineering and technical services including review and comment, to support the Government in preparing the following:

- a. Lists of equipment.
- b. Facility requirements.
- c. Installation plans
- d. General test plans.



**5.4.1.5 Reports.** Prepare detailed test reports, documenting the test and evaluation activities conducted to verify the utility, effectiveness, and suitability (including compatibility, interoperability, reliability, maintainability) for specified systems, equipment and software. Test reports shall be prepared in sufficient depth to permit technical risk assessment, determination of program progress, early identification of technological and engineering deficiencies.

## **5.5 Maintenance, Installation and Site Support**

**5.5.1** The Government maintains information systems design workstations, digitizing equipment, peripheral equipment and the latest versions of application software. The contractor shall support the Government in the maintenance, installation and integration of equipment and software components into completely operable environmental systems. The Test Plans/Procedures, when approved will document all requirements for integration and test facilities and equipment. The contractor shall provide technical and engineering services to install equipment; conduct integration testing; resolve interface problems; analyze other technical problems discovered during testing; correct deficiencies in hardware, software and documentation; and ensure the continuous updating of the configuration baseline. In addition, the contractor shall:

**5.5.1.1 Maintenance.** Provide the personnel resources, equipment and materials necessary to maintain and repair environmental systems and associated interface systems, subsystems, equipment and software undergoing installation, integration, test and evaluation as required.

**5.5.1.2 Installation Planning.** Provide environmental systems and associated interface system installation planning support to the Government. Review or develop applicable facility and equipment drawings and specifications; and develop installation plans, specifications and procedures.

**5.5.1.3 Installation Technical Support.** Provide installation technical support services to install, integrate, test, evaluate and checkout the environmental systems and associated interface systems, subsystems, equipment and software.

**5.5.1.4 Integration and Installation Support.** Provide engineering and technical support in the installation, integration, test, and evaluation, and check-out of environmental systems and associated interface systems hardware, software, subsystems, and related systems and equipment at government sites as directed by the COR.

**5.5.1.5 Site Support.** Provide engineering and technical support in performing system installation and checkout testing at the NAWCAD and other sites as directed by individual delivery orders. These efforts shall include the performance of system installations, checkout and acceptance testing and reporting of site installation and acceptance test results.

## **5.6 Configuration Management Support**

**5.6.1** The contractor shall provide configuration management (CM) support to Government environmental and associated interface system programs. This support shall include all activities related to CM planning, baseline management, configuration identifications, configuration audits, and configuration status records and reports.

**5.6.2 CM Planning.** The contractor shall provide environmental and associated CM interface planning support to government environmental programs and projects. The contractor shall review/develop applicable CM planning documentation and configuration management data.

**5.6.3 CM Program.** The contractor shall provide CM program engineering, technical and analytical support to government environmental programs and projects in accordance with a government approved Configuration Management Plan which includes an organization structure with configuration control methods, configuration audits and configuration status accounting procedures for hardware and software.

**5.6.4 Baseline Management.** The contractor shall monitor and maintain accurate records reflecting the current Configuration baselines of the Government environmental and associated interface systems, subsystems, equipment, and software. These items may

be at the stages of development, enhancement, test and evaluation, or life cycle management. The records shall include the functional, allocated, development, and product baselines.

**5.6.5 Configuration Identification.** The contractor shall develop, review, update, and maintain configuration identification records for all government environmental and associated interface systems, equipment and software which include listing of unique hardware and software configuration items.

**5.6.6 Configuration Accounting.** The contractor shall ensure that the functional and physical characteristics of each environmental system and associated interface system configuration item match the characteristics specified by the applicable configuration identification.

**5.6.7 Configuration Audits and Review.** The contractor shall provide engineering, technical and analytical support to government environmental program managers in performance/conduct of program/project configuration audits and review.

**5.6.8 Configuration Status Records and Reports.** The contractor shall establish, update, maintain, and review government environmental CM records and generate the required CM reports.

## **5.7 Training Support**

**5.7.1** The contractor shall provide engineering, technical, analytical, and instructional support to environmental and associated programs training efforts. This support shall include the planning, analysis, coordination, development, review and maintaining of environmental systems and associated interface system training programs, plans, requirement and documentation as specified by the delivery order, this SOW and applicable CDRLs.

**5.7.2 Training Requirements Analysis.** The contractor shall analyze system, equipment and computer software specifications and associated documentation to identify the specific training requirements for new or modified equipment and/or software and provide a detailed report of findings to cognizant government Program/Project Managers.

**5.7.3 Training Materials and Services.** The contractor shall develop, review or update environmental job-skills training courses for personnel types as specified by the delivery order. These courses shall be suitable for presentation at a government-designated facility and for use by the Government to conduct any required follow-on training throughout the life cycle of the system/equipment.

**5.7.3.1 Operator Course.** Operator courses shall cover the necessary knowledge skills and practical application required by the student to start up the system/equipment, operate the system/equipment, process input and output data, and shut down the system/equipment.

**5.7.3.2 Formal Follow-On Training.** The contractor shall develop a training course intended for use in formal follow-on training and suitable for presentation at a government designated facility.

**5.7.3.3 On-Site On-The-Job-Training.** The contractor shall provide on-site, and/or on-the-job training to personnel in the operation and maintenance of currently installed environmental systems and equipment as well as for newly installed equipment or systems, which become operationally ready during the period of the contract. The contractor shall develop course material for the new hardware as well as update existing training material. The course material will include worksheets, outlines, and student guides or manuals as specified by the COR. Such training shall be on an "As Required" basis to accomplish on-site equipment familiarization for new personnel.

## **6.0 REPORTS AND DELIVERABLES**

**6.1** The contractor shall submit monthly status reports, Contractor's Progress, Status and Management Report, CDRL Item A001, (DI-MGMT-80227), (Advisory), indicating the work accomplished, status and cost to include:

- a. Contractor's name and address
- b. Contractor number
- c. Date of report

- d. Period covered by report
- e. Man-hours expended for the reporting period, and cumulatively during the contract
- f. Cost curves portraying actual/projected conditions through contract
- g. Cost incurred for the reporting period and total contractual expenditures as of report date
- h. Description of progress made during period reported, including problem areas encountered, recommendations, if any for subsequent solution beyond the scope of this contract;
- i. Trips and significant results; and
- j. Plans for activities during the following period

**6.2** As required by the individual Delivery Orders the contractor shall provide IHD/NSWC the following deliverable in accordance with the contract data requirements list (CDRL) and the data item description (DID) (Advisory).

**6.2.1** Conference Agenda, on an as required basis in accordance with (DI-ADMN-81249A), (Advisory), CDRL Item A002.

**6.2.2** Conference Minutes on an as required basis in accordance with (DI-ADMN-81250A), (Advisory), CDRL Item A003.

**6.2.3** Training Program Structure Document on an as required basis in accordance with (DI-ILSS-81521), (Advisory), CDRL Item A004.

**6.2.4** Training Conduct Support Document on an as required basis in accordance with (DI-ILSS-81523), (Advisory), CDRL Item A005.

**6.2.5** Technical Report-Study/Services on an as required basis in accordance with (DI-MISC-80508), (Advisory), CDRL Item A006.

**6.2.6** Product Drawings and Associated Lists on an as required basis in accordance with (DI-DRPR-81000A), (Advisory), CDRL Item A007.

**6.2.7** Scientific and Technical Report, on an as required basis in accordance with (DI-MISC-80711), (Advisory), CDRL A008.

## **7.0 GOVERNMENT FURNISHED PROPERTY (GFP)**

The contractor shall maintain records of all government furnished property and provide a completed DoD PROPERTY IN THE CUSTODY OF CONTRACTORS DD Form 1662 annually, in accordance with DFARS 245.505.14. This report is due annually, by 30 October, for all DoD property in the contractor's custody as of 30 September. In addition, the contractor shall install GFP as directed.

## **8.0 GOVERNMENT FURNISHED FACILITIES**

The contractor will provide off-site facilities for contract performance. However, the government may provide on-site facilities to the contractor if so specified in individual delivery orders.

## **9.0 CONTRACTOR FURNISHED EQUIPMENT (CFE)**

The contractor shall provide all tools and equipment and test equipment required to perform the work efforts defined in individual delivery orders. Government test equipment will be made available to the contractor when possible.

## **10.0 MATERIAL**

In the course of daily repair work, instances may occur where priorities and the unavailability of government assets will require the contractor to provide component parts through its own purchasing department to complete the required tasks specified in individual delivery orders.

## **11.0 TRAVEL**

The contractor shall travel to provide on-site engineering, installing, troubleshooting, repair and logistics services. All trips taken by contractor personnel shall be in accordance with specific delivery order requirements.

## **PERSONNEL QUALIFICATIONS**

5252.237-9401 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992) (NAVSUP)

The contractor is required to provide personnel having the following levels of professional and technical experience. These qualifications are only a baseline; contractors should strive for technical excellence in personnel by demonstrating experience and qualification beyond these qualifications.

The specialized experience included, as part of the required qualifications shall have been obtained in the fields of endeavor indicated by the applicable labor categories listed below. Unless stated otherwise in the individual labor category, experience must also be within the last five years.

The contractor shall be responsible for employing appropriate professionally and technically qualified personnel to perform the tasks outlined herein. All key personnel proposed for each labor category below should have or be capable of obtaining a security clearance rating of SECRET. The contractor shall have the qualified personnel, organization, and administrative control necessary to ensure the qualifications or competence of any persons performing under the contract. The burden of proof to sustain that the persons are qualified as prescribed herein shall be on the contractor.

### **PROGRAM MANAGER (Key Personnel)**

**Education/Experience:** This position requires a Master's degree with seven (7) years of professional experience or a Bachelor's degree with a total of fifteen (15) years of related professional experience. Five (5) years experience must be in the direction and management of large scale Government programs with ten (10) or more individuals. Eight (8) years shall be in support of DoD programs, with at least four (4) years experience in DoD Systems acquisition, or the equivalent of Management Level III Certification in the Defense Acquisition University workforce. The candidate must have experience in the following areas: environmental engineering, pollution planning and engineering Environmental Information Systems/National Environmental Protection Agency EIS/NEPA documentation, and knowledge of compliance issues with federal, state, local environmental and OSH regulations.

**Functions:** The candidate must be capable of planning, directing, and coordinating the activities of administration and program control. Must supervise technical personnel to complete tasks relating to complex integrated systems design, development or modification as required by specific delivery orders. Must have thorough knowledge and experience in systems requirements definition, work planning, budget development, fiscal control, scheduling, task control, work progress assessments, contract management, subcontract/vendor management, client communications, staff recruiting/development and personnel communications.

### **PROJECT MANAGER (Key Personnel)**

**Education/Experience:** This position requires a Master's degree with seven (7) years of professional experience or a Bachelor's

degree with a total of ten (10) years of related professional experience. Two (2) years experience must be in the direction and management of large scale Government programs with ten (10) or more individuals. The candidate must have experience in at least two of the following areas: environmental engineering, pollution planning & engineering, Environmental Information Systems/National Environmental Protection Agency EIS/NEPA documentation, knowledge of compliance issues with Federal, State, Local environmental and OSH regulations, and DoD systems acquisition.

**Functions:** The candidate must be capable of directing, supervising and coordinating all technical activities within an assigned project. Must have knowledge and experience in work planning, work assignment, task scheduling, work progress assessments, technical staff development, all applicable standards and the technical work products required for each specific delivery order. Must be able to direct and conduct program technical reviews with Government clients.

## **ENVIRONMENTAL SCIENTIST (Key Personnel)**

**Education/Experience:** This position requires a Master's degree in a project related discipline with at least five (5) years of professional qualifying experience. A Bachelor's degree in a project related discipline may be substituted with a total of ten (10) years professional experience.

**Functions:** The candidate must have demonstrated experience solving complex environmental engineering problems for modern complex integrated systems. Person should possess a thorough understanding of pertinent federal, state, and local environmental laws, rules, regulations, and policies. These shall include but not be limited to those established under authority of the Federal Facilities Compliance Act, National Environmental Policy Act, Endangered Species Act, Resource Conservation and Recovery Act, Toxic Substance Control Act, Comprehensive Environmental Response, Compensation, and Liability Act, Clean Air Act, Clean Water Act, Safe Drinking Water Act, Occupational Safety and Health Act, Marine Mammal Protection Act, MARPOL, Noise Abatement Act, Federal Coastal Zone Management Act, and National Historic Preservation.

The candidate must possess the experience and skills to independently research solutions to complex environmental problems, and determine optimal solutions. The candidate will be required to develop technical reports, direct and supervise the technical work of junior staff members, and make formal technical presentations as required.

## **CONTRACT ADMINISTRATION MANAGER**

**Education/Experience:** This position requires a Bachelor's degree in a technical or business discipline with eight (8) years qualifying related experience. A Bachelor's degree may be substituted with a total of fifteen (15) years of qualifying, related experience. Qualifying related experience includes a minimum of five (5) years of recent experience in applying contract management skills.

**Functions:** The candidate must be capable of monitoring personnel resources funds expenditures, and delivery order deliverables. Must develop operating procedures and policies within guidelines and client requirements; interpret and communicate them to project personnel. Must be able to establish guidelines and procedures for allocation and utilization of personnel resources, equipment and facilities.

Must be able to develop schedules and project budgets; and must monitor and control project performance including time and task schedules, task budgets and task deliverables.

## **SENIOR ENVIRONMENTAL ENGINEER (Key Personnel)**

**Experience/Education:** This position requires a Master's degree in engineering, management or environmental sciences with eight (8) years related professional experience, with four (4) years as project lead. A Master's degree may be substituted with a Bachelor's degree in a project related discipline with a total of ten (10) years of directly related professional experience.

**Functions:** The candidate must have demonstrated experience solving complex environmental engineering problems for modern complex integrated systems and possess the experience and skills to independently research solutions to complex environmental problems, and determine optimal solutions. The candidate will be required to develop technical reports, direct and supervise the technical work of junior staff members, and make formal technical presentations as required.

Person should possess a thorough understanding of pertinent federal, state, and local environmental laws, rules, regulations, and policies. These shall include but not be limited to those established under authority of the Federal Facilities Compliance Act, National Environmental Policy Act, Endangered Species Act, Resource Conservation and Recovery Act, Toxic Substance Control Act, Comprehensive Environmental Response, Compensation, and Liability Act, Clean Air Act, Clean Water Act, Safe Drinking Water Act, Occupational Safety and Health Act, Marine Mammal Protection Act, MARPOL, Noise Abatement Act, Federal Coastal Zone Management Act, and National Historic Preservation.

## **ENVIRONMENTAL ENGINEER**

**Education/Experience:** This position requires a Bachelor's degree in engineering, management or environmental sciences with ten (10) years related professional experience. A Bachelor's degree may be substituted with an Associate's degree in a project related discipline with a total of fifteen (15) years of directly related professional experience.

**Functions:** The candidate must have demonstrated experience solving routine and semi-complex environmental engineering problems and possess the experience and skills to independently research solutions to environmental problems, and determine optimal solutions. The candidate will be required to develop technical reports, and prepare and make technical presentations as required.

Person should possess a working knowledge of pertinent federal, state, and local environmental laws, rules, regulations, and policies. These shall include but not be limited to those established under authority of the Federal Facilities Compliance Act, National Environmental Policy Act, Endangered Species Act, Resource Conservation and Recovery Act, Toxic Substance Control Act, Comprehensive Environmental Response, Compensation, and Liability Act, Clean Air Act, Clean Water Act, Safe Drinking Water Act, Occupational Safety and Health Act, Marine Mammal Protection Act, MARPOL, Noise Abatement Act, Federal Coastal Zone Management Act, and National Historic Preservation.

## **SAFETY ENGINEER**

**Education/Experience:** This position requires a Bachelor's degree in industrial, civil or mechanical engineering or environmental science with three (3) years of environmental safety experience.

**Functions:** The candidate shall have a working knowledge of DoD OSH and environmental programs, objectives, and related issues, and shall be experienced in hazard and failure analysis, risk management, and OSH compliance requirements.

## **DIGITAL CARTOGRAPHER**

**Education/Experience:** This position requires a Bachelor's degree with emphasis in graphics design and computer graphics with prior experience in graphics animation, developing 3D graphics, and animations all as relates to geographical information systems, (GIS) etc.

**Functions:** The candidate must be capable of contributing to preparation of technical proposals and contribute to the design of technical projects. Conduct and/or participate in projects within the computer graphics specialty. Develop or organize the development of project findings, draw conclusions, and develop recommendations. Prepare project reports for the Government.

Apply a variety of computer graphic hardware and software to assigned projects. Has experience in interpreting instructional storyboards and developing supporting graphics and animation in a multimedia field. Work on a wide range of problems requiring the use of creative and imaginative thinking. Initiate and carry out appropriate self-development activities. Deal regularly with other researchers working on same project.

## **PROGRAMMER (Key Personnel)**

**Education and Experience:** This position requires a Master's degree in a recognized computer, engineering, scientific, or technical discipline with a minimum of six (6) years of work experience with information systems or a related field. The Master's degree may be substituted with a Bachelor's degree in a recognized computer, engineering, scientific or technical discipline with a minimum of eight (8) years of work experience with information systems; or twelve (12) years of work experience with information systems.

**Functions:** The candidate shall be experienced in information systems analysis and programming. Independently devises routines to modify complex computer programs and systems. Writes program specifications, test plans, and program logic flow charts from user requirements that incorporates system requirements as well as individual program/routine requirements. Codes, tests, debugs, modifies and installs maintenance or new operating programs and procedures in coordination with computer operations and intended users. Participates in system test functions. Must be capable of utilizing third- and fourth-generation or current state-of-the-art information equipment and languages to develop and prepare diagrammatic plans for solution of business, management,

communications, tactical, and strategic problems. Must be able to design detailed programs, flowcharts, and diagrams showing mathematical computations and sequence of machine operations necessary to copy and process data and print results. Must be able to verify the accuracy and completeness of programs and systems by preparing sample representative data and perform testing by means of cycle and system processing.

### **SYSTEMS ANALYST (Key Personnel)**

**Education and Experience:** This position requires a Master's degree in a recognized computer, engineering, scientific, or technical discipline with a minimum of four (4) years of work experience with information systems or a related field. A Master's degree may be substituted for a Bachelor's degree in a recognized computer, engineering, scientific or technical with a minimum of six (6) years of work experience with information systems; or ten (10) years of work experience with information systems.

**Functions:** The candidate shall develop and formulate solutions to a wide range of business, product, or technical problems using specialized expertise and/or project leadership and interpersonal skills. Able to work independently on all phases of specific technical programs or projects. Prepares comprehensive analytical studies, directs others in problem resolution, fact finding, evaluation and documentation to ensure timely completion of project. Extensive experience in information system's design and management. Must demonstrate an ability to work independently on requirements that are moderately complex to analyze, plan, program, and implement.

### **SYSTEMS SPECIALIST**

**Education/Experience:** This position requires a Bachelor's degree in a project related discipline with six (6) years of directly applicable professional experience. An Associate's degree in a project related discipline may be substituted with a total of nine (9) years of related professional experience. A total of fifteen (15) years of directly applicable professional experience may also be substituted for no degree with formal technical training in a related discipline.

**Functions:** The candidate must be able to direct and participate in the development of overall system concepts, designs and technical approaches to meet broadly stated requirements and objectives. Position requires broad expertise in electrical equipment engineering techniques and solutions. Must perform top-level system analysis, perform trade studies, perform technical optimizations, and develop high-level designs. prepare complex technical documentation, conduct technical reviews and deliver technical presentations. Candidate will direct and participate in all phases of system development with emphasis on the planning, analysis, system integration, unit and system testing, debugging, and acceptance phases.

### **LIBRARIAN/ARCHIVIST**

**Education/Experience:** This position requires a Bachelor's degree plus one (1) full year of study in library science. At least one (1) year of library experience in one or more functional areas of librarian-ship is required.

**Functions:** The position involves work that primarily requires a full professional knowledge of the theories, principles, and techniques of librarian-ship. An inherent requirement of this position is knowledge of literature resources. Such work is concerned with the collection, organization, preservation, and retrieval of recorded knowledge in printed, written, audiovisual, film, wax, near-print methods, magnetic tape, or other media. Typical library functions include one or more of the following: selection, acquisition, cataloging and classification of materials, bibliographic and readers' advisory services, reference and literature searching services, library management and systems planning, archiving, or the development and strengthening of library service.

### **COMMUNICATION SPECIALIST**

**Education/Experience:** This position requires an AA degree in Business Administration and at least 2 years of relevant experience which has equipped the Candidate with the particular knowledge, skills and abilities to successfully perform the work of the position to be filled.

**Functions:** The Candidate shall be responsive for communication projects for a variety of audiences and stakeholders in the environmental program. Candidate shall develop and implement strategies to promote environmental initiatives to federal, state and local governments and non-governmental organizations and the public. Maintains liaison with major stakeholders in the



environmental community and serves as a spokesperson. Develops report formats and tracking systems for evaluating progress in meeting the communication goals within the environmental program.

## **INDUSTRIAL HYGIENIST**

**Education/Experience:** This position requires a Bachelor's degree in Industrial Hygiene or a related field, and a minimum of three (3) years relevant experience.

**Functions:** The candidate must have experience and skills in OSH compliance, industrial hygiene sampling and inspection in the workplace, and preparation of reports.

## **TECHNICAL WRITER/EDITOR**

**Education/Experience:** This position requires a Bachelor's degree in technological writing or related field and three (3) years of related professional experience. The Bachelor's degree may be substituted with an Associate's degree with five (5) years related professional experience or a high school diploma with seven (7) years related experience.

**Functions:** The candidate must have experience in writing scientific, technical engineering or other professional materials. Must be capable of developing technical manuals, technical documentation, and training materials in accordance with applicable Government standards. Under supervision, must be capable of completing specific writing assignments in a clear and concise manner. Must work with engineering, logistic and design/drafting personnel to gather data for various manuals and publications.

## **TECHNICAL ILLUSTRATOR**

**Education/Experience:** This position requires a Bachelor's degree with emphasis in graphics design and computer graphics with prior experience in graphics animation, developing 3D graphics, and animations.

**Functions:** The candidate must be capable of applying a variety of computer graphic hardware and software to assigned projects. Has experience in interpreting instructional storyboards and developing supporting graphics and animation in a multimedia field. Work on a wide range of problems requiring the use of creative and imaginative thinking. Initiate and carry out appropriate self-development activities. Deal regularly with other researchers working on same project. Represent the company on specific projects, segments of projects, and briefings if required.

## **DRAFTSMAN**

**Education/Experience:** This position requires a High School or trade school diploma or GED equivalent and six (6) years of qualifying experience.

**Functions:** Individual shall perform drafting work requiring knowledge and skill in drafting methods, procedures and techniques, and AUTOCAD 12 or equivalent CAD packages. Individual shall have actual "on-the-board" experience in preparing drawings, charts, illustrations, schematics, diagrams, and flow charts for electrical, electronic and mechanical systems, components and equipment.

## **PUBLICATION COORDINATOR**

**Education/Experience:** This position requires a High School diploma with a minimum of three years experience and demonstrated familiarity and proficiency in all phases of operation of the particular word processing system. Must be well-versed in document production and retrieval requirements including character and line printing, archiving, glossary, formatting, final edit and layout. A minimum of 65 words per minute typing speed is required.

**Functions:** The candidate operates word processing equipment to enter, store, retrieve, change, and present text or tabulations. Produces a variety of printed copy such as letters, documents, or reports. May enter regularly used formats or stored paragraphs that are organized and coded for future use. Should be able to edit recorded texts by rearranging paragraphs, replacing words, shifting lines, etc.

## **ADMINISTRATIVE ASSISTANT**

**Education/Experience:** This position requires a High School diploma and at least one (1) year of related experience. Experience must include administrative support to technical programs, assisting in report/publication preparation, word processing, and basic cost/data management as it relates to program cost allocation and tracking and small purchasing requirements. Knowledge and operation of PC based office productivity software and hardware is required. Requires knowledge of Government program report requirements and formats.

### **ITEM(S) - DATA REQUIREMENTS (NAVSEA) SEP 1992**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto in **Section J**.

### **SINGLE PROCESS INITIATIVE NOV 1996**

The Contractor shall comply with those Single Process Initiative (SPI) processes incorporated in this contract and identified as substitutes for specified requirements stipulated herein.

### **COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form

technical data to which the legends apply to the extent possible. Such legends shall also be placed in humanform on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

**YEAR 2000 WARRANTY--NON-COMMERCIAL SUPPLY ITEMS (NAVSEA) (NOV 1996)**

The Contractor warrants that each non-commercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

## **SECTION D - PACKAGING AND MARKING**

### **MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS) (IHD/NSWC)**

- (a) Marking shall be in accordance with ASTM D 3951-90,
- (b) "Commercial Packaging of Supplies and Equipment."
- (c) Additional markings are stated below:

Contract No: (insert contract number)

Bldg: (per individual delivery orders)

Code: (per individual delivery orders)

\*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

### **DATA PACKAGING LANGUAGE**

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

### **252.227-7026 Deferred Delivery of Technical Data or Computer Software. APR 1988**

The Government shall have the right to require, at any time during the performance of this contract, within two (2) years after either acceptance of all items (other than data or computer software) to be delivered under this contract or termination of this contract, whichever is later, delivery of any technical data or computer software item identified in this contract as "deferred delivery" data or computer software. The obligation to furnish such technical data required to be prepared by a subcontractor and pertaining to an item obtained from him shall expire two (2) years after the date Contractor accepts the last delivery of that item from that subcontractor for use in performing this contract.

### **PREPARATION FOR DELIVERY (COMMERCIALY PACKAGED ITEMS)**

Preservation, packaging and packing shall be in accordance with ASTM D 3951-90 "Commercial Packaging of Supplies and Equipment."

**SECTION E - INSPECTION AND ACCEPTANCE**

**52.246-5 Inspection of Services--Cost-Reimbursement.**

**APR 1984**

**INSPECTION AND ACCEPTANCE (DESTINATION) (JAN 92) (IHDNSWC)**

Inspection and Acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

**INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and Acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

## SECTION F - DELIVERIES OR PERFORMANCE

52.242-15                      Stop-Work Order. (AUG 1989) -- Alternate I APR 1984  
52.247-34                      F.o.b. Destination    NOV 1991

### PLACE OF DELIVERY: DESTINATION (IHD/NSWC)

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

The address specified under the individual delivery order.

(b) Proposals submitted on a basis other than F.O.B. Destination will be rejected as nonresponsive and proposals may be deemed unacceptable.

### PERIOD OF PERFORMANCE (IHD/NSWC)

The effort to be performed under this contract shall be completed within a period of [60] months (if all options are exercised) beginning with the effective date of this contract. The total period of performance, including delivery of data, shall be for a duration of [60] months (if all options are exercised) beginning with the effective date of this contract.

### DATA DELIVERY LANGUAGE FOR SERVICES PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified under each individual delivery order.

### 52.247-55 F.o.b. Point for Delivery of Government-Furnished Property. (APR 1984)

As prescribed in 47.305-12(a)(2), insert the following clause in solicitations and contracts when Government property is to be furnished under a contract and the Government will be responsible for transportation arrangements and costs:

### F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)

-

(a) Unless otherwise specified in this solicitation, any Government property furnished to the Contractor for use within the United States (excluding Alaska and Hawaii) or Canada will be delivered by the Government at a point to be specified by the Contractor in the offer. Should the Government elect to make delivery by railroad, the f.o.b. point shall be private siding, Contractors plant. If the Contractors plant is not served by rail, the f.o.b. point shall be railroad cars in the same or nearest city having rail service. All line-haul transportation costs to the specified destination shall be borne by the Government. The Government may choose the mode of transportation and the carriers.

(b) If the destination of such Government-furnished property is a Contractors plant located outside the 48 contiguous states, the District of Columbia or Canada, the f.o.b. point for Government delivery of Government-furnished property shall be a location in the United States (excluding Alaska and Hawaii) specified by the Contractor. If the Contractor fails to name a point, then the f.o.b. point shall be the port city in the United States nearest to the Government source of the Government-furnished property that has regular commercial water transportation services to the offshore port nearest Contractors plant.

(c) Unless otherwise directed by the Contracting Officer or provided in the contract, the Contractor shall return all Government-furnished equipment, supplies, and property, including all property not returned in the form of acceptable end items, to the point at which the Government property was originally furnished to the Contractor

under the contract. Notwithstanding the fact that the Government may have furnished the property at the Contractors plant, the Contracting Officer may direct the Contractor to deliver the Government property being returned to, and load, block, and brace it in, railway cars in the city in which the Contractors plant is located, or, if the Contractors city is not served by rail service, in the nearest city having rail service. Unless otherwise specified in the contract, all property shall be packed in containers conforming with the rules of common carrier published tariffs so as to be free of penalty charges by the carrier designated for shipment by the Government.

SECTION G - CONTRACT ADMINISTRATION DATA

252.242-7000

Postaward Conference.

DEC 1991

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and [2] copies, to the [contract auditor\*] at the following address:

**Contractor's DCAA office**

[X]unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [the Contracting Officer's Representative]. Following verification, the [contract auditor\*] will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [30] calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

[ ] is required with each invoice submittal.

[X] is required only with the final invoice.

[ ] is not required.

(f) A Certificate of Performance



[X] shall be provided with each invoice submittal.  
[ ] is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

**INDIAN HEAD DIVISION, NAVAL SURFACE WARFARE CENTER HOURS OF OPERATION AND HOLIDAY SCHEDULE (IHD/NSWC)**

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Surface Warfare Center. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Surface Warfare Center are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	1 January (Wednesday)*
Martin Luther King's Birthday	20 January (Monday)*
President's Day	17 February (Monday)*
Memorial Day	26 May (Monday)*
Independence Day	4 July (Friday)*
Labor Day	1 September (Monday)*
Columbus Day	13 October (Monday)*
Veteran's Day	11 November (Tuesday)*
Thanksgiving Day	27 November (Thursday)*
Christmas Day	25 December (Thursday)*

\* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Purchase Division and Receiving Branch are as follows:

AREA	FROM	TO
Purchase Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	8:00 A.M. 12:30 P.M.	11:30 A.M. 2:00 P.M.

If you intend to visit the Purchase Division, it is advised that you call for an appointment at least 24 hours in advance.

**SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL IHD/NSWC**

Security badges will be issued by the Government only to those contractor personnel who require access to Naval Surface Warfare Center in connection with work to be performed under this contract. Approval for such issuance's may only be granted by the COTR, Ordering or Contracting Officer. The Contractor shall maintain a register of employees currently authorized access to the Naval Surface Warfare Center. This does not include

badges temporarily authorized for contractor visitors to Naval Surface Warfare Center. Furthermore, the contractor shall maintain a current register of contractor personnel with full or part-time work or office space located on board the Naval Surface Warfare Center. This register will be made available upon request of the Contracting Officer. The contractor shall follow station security procedures in this regard.

**CONTRACT ADMINISTRATION DATA LANGUAGE**

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

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(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (IHD/NSWC)

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

### CONTRACTING OFFICER'S REPRESENTATIVE (COR) (IHD/NSWC)

(a) The COR for this contract is:

Name: **Joe McClure**  
Mailing Address: **Naval Surface Warfare Center, IH DIV**  
Code: **655M** Telephone No.: **301-743-4628 x276**

(b) The COR for this contract is:

Name: **Maria Gonzalez**  
Mailing Address: **Naval Surface Warfare Center, IH DIV**  
Code: **655N** Telephone No.: **301-743-4628 x295**

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

### TYPES OF DELIVERY ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS (FEB 1997) (NSWC IHD)

(a) The following types of delivery orders will be issued under this contract: **COST PLUS FIXED FEE, IDIQ, LOE.**

### NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS MAY 1993

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

#### **5252.216-9112 ORDERS (COST-PLUS-FIXED-FEE) (NOV 1996)**

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) of this clause, the Contractor agrees to-accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All the requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting officer cited in paragraph (i). Each order shall:

(1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, if applicable, shall refer to the appropriate item under Section B of this agreement;

(2) set forth quantities being ordered;

(3) set forth preservation, packaging and packing instructions, if any;

(4) set forth delivery or performance dates;

(5) designate the place(s) where inspection and acceptance will be made by the

Government;

(6) set forth the estimated cost and fixed fee or, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;

(7) set forth appropriation and accounting data for the work being ordered;

(8) be dated;

(9) be identified by number in accordance with DFARS 204.7004;

(10) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;

(11) set forth the disbursing office where payment is to be made and other applicable contract administration data;

(12) cite the applicable circumstance or exception and the justification control number. orders for items not identified in the class justification, or an individual justification and the basic ordering agreement are unauthorized;

(13) be issued on an SF 26 or DD Form 1155; and

(14) set forth any other pertinent information.

(c) Priced Orders. Except as otherwise provided in paragraph

(d) below, the Contractor shall not begin any work on an order until the estimated cost and fixed fee for the order have been agreed upon by the Contracting Officer and Contractor and an order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a cost proposal for the work specified in the order. The Contractor shall submit a signed SF 1411 (Contract Pricing Proposal) or such other cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, the Contractor and the Contracting Officer shall negotiate and agree upon the estimated cost, fixed fee, and delivery schedule for the work being ordered. The estimated cost, fixed fee, and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.

(d) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, the Contracting officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount, and a schedule for definitization of the order, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum amount (including fee) at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(e) Rejection of Unilateral orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(f) Definitization of Undefined Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the CPFF and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its CPFF proposal; and, when required by FAR or the Contracting Officer, cost or pricing data, including SF 1411. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The CPFF agreed upon shall be set forth in a bilateral modification to the order. In no event shall the CPFF exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable CPFF in accordance with Subpart 15.8 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401 to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government Liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the total CPFF proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

**NAVSEA 5252.216-9122 LEVEL OF EFFORT JUL 1986**

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 1,404,000 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately \_\_\_\_\_ hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the

expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

#### **NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

		ESTIMATED	
ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE



\$

\$

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

#### **5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(c) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

#### **ORDERING UNDER MULTIPLE AWARD CONTRACTS (FEB 1997) (NSWCIHD)**

In the event that multiple awards result from this solicitation, task orders will be issued, competed, evaluated and awarded in accordance with the specific terms and conditions of each delivery order which may include price, past performance, technical proposal, or a combination thereof. Fair Opportunity to compete for each individual order need not be given to awardees for a particular order over \$2500.00 due to (1) urgency of the task, (2) quality of past deliverables or (3) economy/efficiency interests as determined by the Contracting Officer.

#### **NAVSEA 5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)**

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

## SECTION I - CONTRACT CLAUSES

### 252.201-7000 Contracting Officers Representative. (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

52.202-1	Definitions.	OCT 1995
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
52.203-7	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 1997
252.203-7001	Special Prohibition on Employment.	JUN 1997
252.203-7002	Display of DoD Hotline Poster.	DEC 1991
52.204-2	Security Requirements.	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper.	JUN 1996
252.204-7000	Disclosure of Information.	DEC 1991
252.204-7002	Payment for Subline Items Not Separately Priced.	

### 252.204-7004 Required Central Contractor Registration. (MAR 1998)

(a) Definitions.

As used in this clause -

(1) Central Contractor Registration (CCR database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying

subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

252.204-7003	Control of Government Personnel Work Product.	APR 1992
252.209-7004	Subcontracting W/Firms that are owned or controlled by the govt of a terrorist country	MAR 1998
252.205-7000	Provision of Information to Cooperative Agreement Holders.	DEC 1991
52.208-9	Contractor use of mandatory sources of supply	MAR 1996
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995
252.209-7000	Acquisition From Subcontractors Subject to Onsite Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty.	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country.	MAR 1998
52.211-15	Defense Priority and Allocation Requirements.	SEP 1990
52.215-2	Audit and Records - Negotiation.	AUG 1996
52.215-8	Order of Precedence - Uniform Contract Format.	
52.215-14	Integrity of Unit Prices.	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information	

**Other Than Cost or Pricing Data--Modifications.**

52.216-7	Allowable Cost and Payment.	OCT 1997
52.216-8	Fixed Fee.	APR 1998
		MAR 1997

**52.216-18 Ordering. (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **[DATE OF CONTRACT AWARD] through [ONE YEAR THEREAFTER, UNLESS EXTENDED IN ACCORDANCE WITH THE OPTION PROVISIONS OF THE CONTRACT.]**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**52.216-19 Order Limitations. (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **[\$1,000.00]**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **the total value of the contract;**

(2) Any order for a combination of items in excess of **the total value of the contract;** or

(3) A series of orders from the same ordering office within **the period of the contract** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [7] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.216-22 Indefinite Quantity. (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government

shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **365 days after exercise of Option Year 4.**

#### **ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (FEB 1997) (NSWCIH)**

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order.

(c) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

(d) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(e) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer

shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(f) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(g) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

**52.217-9 Option to Extend the Term of the Contract. (MAR 1989)**

(a) The Government may extend the term of this contract by written notice to the Contractor within **[365 days after the effective date of the contract or within 365 days after exercising a previous option]**; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least **60** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **[60]** months.

**52.219-6 Notice of Total Small Business Set-Asides  
(Applies to Task III and IV)**

**(JUL 1996)**

**52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns.  
(JUN 1999)**

(a) It is the policy of the United States that small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term small business concern shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term small business concern owned and controlled by socially and economically disadvantaged individuals shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at

least 51 per centum of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

(d) The term small business concern owned and controlled by women shall mean a small business concern -

(1) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women; and

(e) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals or a small business concern owned and controlled by women.

52.219-9	Small Business Subcontracting Plan (Applies to Task I and II)	(JAN 1999)
52.219-14	<b>Limitations on Subcontracting.</b>	<b>DEC 1996</b>
52.219-16	<b>Liquidated Damages Subcontracting Plan</b> (Applies to Task I and II)	<b>JAN 1999</b>
52.222-2	<b>Payment for Overtime Premiums.</b>	<b>JUL 1990</b>
52.222-3	<b>Convict Labor.</b>	<b>AUG 1996</b>

#### **52.222-21 Prohibition of Segregated Facilities (FEB 1999)**

As prescribed in 22.810(a)(1), insert the following provision in solicitations when a contract is contemplated that will include the clause at 52.222-26, Equal Opportunity, and the contract amount is expected to exceed \$10,000:

#### **CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)**

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(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Applies to Task I and II)	APR 1996
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	APR 1998
52.222-36	Affirmative Action for Handicapped Workers.	APR 1984
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era.	APR 1998
52.222-41	Service Contract Act of 1965, as Amended.	MAY 1989
52.222-42	Statement of Equivalent Rates for Federal Hires	MAY 1988
52.223-2	Clean Air and Water.	APR 1984
52.223-5	Pollution Prevention and Right to know information	APR 1998
52.223-6	Drug-Free Workplace.	JAN 1997
52.223-14	Toxic Chemical Release Reporting.	OCT 1996
252.223-7004	Drug-Free Work Force.	SEP 1988
252.223-7006	Prohibition on storage and disposal of toxic and hazardous materials.	APR 1993
52.225-11	Restrictions on Certain Foreign Purchases.	OCT 1996
252.225-7001	Buy American Act and Balance of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources as Subcontractors	DEC 1991
252.225-7012	Preference for Certain Domestic Commodities.	SEP 1997
252.225-7017	Prohibition award to Companies owned by the People Republic Of China	FEB 1999
252.225-7025	Restriction on Acquisition of Forgings	JUN 1997
252.225-7026	Reporting of contract performance outside the United States.	MAR 1998
252.225-7031	Secondary Arab Boycott of Israel	JUN 1992
52.227-1	Authorization and Consent.	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	



		AUG 1996
252.227-7013	Rights in Technical Data--Noncommercial Items.	
		NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	Jun 1995
252.227-7016	Rights in bid or proposal information.	JUN 1995
252.227-7019	Validation of Asserted Restrictions Computer Software	JUN 1995
252.227-7030	Technical Data - Withholding of Payment.	OCT 1988
252.227-7036	Declaration of Technical Data Conformity.	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data.	NOV 1995
52.228-7	Insurance - Liability to Third Persons.	MAR 1996
52.232-9	Limitation on Withholding of Payments.	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation of Funds.	APR 1984
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment.	JUN 1997
52.232-33	Payment by Electronic Funds Transfer Central Contractor Registration	MAY 1999
252.232-7006	Reserved	
52.233-1	Disputes.	OCT 1995
52.233-1	Disputes. (OCT 1995) -- Alternate I	DEC 1991
52.233-3	Protest after Award.	AUG 1996
52.233-3	Protest after Award.	AUG 1996
	-- Alternate I	JUN 1985
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	APR 1984
52.237-3	Continuity of Services.	JAN 1991
52.237-10	Indentification of Uncompensated Overtive	OCT 1997
52.239-1	Privacy or Security Safeguards.	AUG 1996
252.239-7000	Protection against Compromising Emanations	Dec 1991
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	Penalties for Unallowable Costs.	OCT 1995
52.242-13	Bankruptcy.	JUL 1995
52.243-2	Changes - Cost-Reimbursement.	AUG 1987
252.243-7000	Engineering Change Proposals.	JUL 1997
252.243-7002	Requests for Equitable Adjustments	MAR 1998
52.244-2	Subcontracts (Cost-Reimbursement and Letter Contracts.) (OCT 1997)	
	-- Alternate I (AUG 1996)	

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts with any subcontractor who was not identified prior to award.

52.244-5	Competition in Subcontracting.	DEC 1996
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52.244-6	Subcontracts for Commercial Items and Commercial Components. (APR 1998)
	(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor Hour Contracts)(Deviation)	JAN 1986
52.246-25	<b>Limitation of Liability--Services.</b>	<b>FEB 1997</b>

**52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit. (JUN 1997)**

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid--

(i) By the Contractor under a cost-reimbursement contract; and

(ii) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the:

General Services Administration  
Attn: FWA

1800 F Street, NW  
Washington, DC 20405.

The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show--

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

252.245-7001	Reports of Government Property	MAY 1994
252.246-7000	Material Inspection and Receiving Report	DEC 1991
252.246-7001	Warranty of Data.	DEC 1991
252.247-7023	Transportation of Supplies by Sea.	NOV 1995
252.247-7024	Notification of Transportation of Supplies by Sea.	NOV 1995
52.247-63	Preference For US Flag Air Carriers	JAN 1997
52.248-1	Value Engineering.	MAR 1989
52.249-6	Termination (Cost-Reimbursement).	SEP 1996
52.249-14	Excusable Delays.	APR 1984
52.251-1	Government Supply Sources	APR 1984
252.251-7000	Ordering From Government Supply Sources.	MAY 1995

#### **52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

#### **52.253-1 Computer Generated Forms. (JAN 1991)**

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name,

content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT (1)      CONTRACT ADMINISTRATION PLAN

ATTACHMENT (2)      WAGE DETERMINATION

ATTACHMENT (3)      CONTRACT DATA REQUIREMENTS LIST (1423's)

ATTACHMENT (4)      DD 1664's

ATTACHMENT (5)      DD 254

**\* Note:** DD1423's, 1664's and 254's are included as part of the solicitation but have not been electronically sent with the package due to format restrictions. These documents are available upon request from the contracting shop POC.

FOR COST REIMBURSEMENT TERM (LEVEL OF EFFORT)/INDEFINITE  
DELIVERY, INDEFINITE QUANTITY CONTRACT

CONTRACT ADMINISTRATION PLAN  
CONTRACT NO. N00174-99-D

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarification, or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
  - a. All pre-award information, questions, data, or Freedom of Information inquiries.
  - b. Post award conference
  - c. All post-award changes or interpretations regarding the scope terms, or conditions of the basic contract and/or delivery orders (unless technical clarifications/questions can be resolved by the COR).
  - d. Request, obtain, and evaluate proposals for delivery orders to be issued.
  - e. Negotiate/determine the price/estimated cost of the order is fair and reasonable for the effort proposed (may require COR assistance)
  - f. Issue order and obligate funds
  - g. Authorize overtime (only if provided for in contract)
  - h. Authorize performance to begin (includes emergencies)
  - i. Maintains oversight to assure that funds and contract scope are not exceeded.
  - j. Monitoring the COR
  - k. Meet at least quarterly with COR to review contract performance (joint responsibility of COR). This may be satisfied telephonically, depending on the circumstances.
  - l. Perform all Contracting Officer functions not delegated to CAO.
2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.
3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract/delivery order prior to final payment to the contractor.
4. PAYING OFFICE is responsible for payment of proper invoices after acceptance (constructive or actual) or approved provisional payment.
5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:
  - a. Controlling all government technical interface with the contractor and providing technical advice and clarifications on the statement of work.

- b. Providing copies of all government/contractor technical correspondence to the PCO.
- c. Promptly furnishing the PCO with documentation/comment on any request for change, deviation or waiver (whether generated by the government or the contractor)
- d. Promptly reviewing the COR copy of the contractor's invoice (public voucher). This includes monitoring of the direct cost of labor, material, travel, etc. to assure invoice is consistent with the delivery order and the progress made to date and that the charges appear proper. If the COR disagrees with any of the costs in the invoice, he/she will immediately notify DCAA via letter to DFAS (with a copy to the PCO) so they can include these areas in their final audit.
- e. Monitoring (a) the types of labor categories and number of hours ordered, and (b) that which is actually performed, to assure that neither result in the use of a predominance of the higher cost labor categories, unless actually required. Maintaining a log, by delivery order, of the hours ordered, and the hours performed (received and accepted), the value of the delivery order as issued, and the amount invoiced and approved. (Provide log with annual report).
- f. Quality assurance, inspection and acceptance of services and deliverable data.
- g. In the event of contractor delay, or failure to perform, determine the cause, and make recommendations to the PCO for corrective action.
- h. Meeting at least quarterly with the PCO to review contract performance. This may be satisfied telephonically, depending upon the circumstance.
- i. Statement of Work (SOW) for delivery orders. The SOW for a delivery order should be prepared by Navy personnel other than the COR who is responsible for acceptance of services and certification of invoices. In this instance, the COR is responsible for final review and submission of the SOW and DD 1423; otherwise, the COR is responsible for preparing the SOW.
- j. Preparing INDEPENDENT government estimate prior to submitting RCP to PCO to request delivery order. Assist PCO in negotiations if requested. The estimate must be in detail and must include specific breakdown of hours, travel (with estimates and destinations), material (items and costs), other (as applicable).
- k. Maintaining a COR file of all correspondence with the PCO and contractor and copies of all invoices.
- l. Monitoring the level of effort performed to be sure it is consistent with the contract and that overall variation of

the level of effort between labor categories is within that by the contract.

m. If the delivery order is incrementally funded, the COR shall funding, as necessary, to assure required continuity of services.

n. Complying with SECNAVINST 4200.27A "Proper Use of Contractor Personnel", NAVSEAINST 4200.19 "Service Contract Restriction and Safeguards", NAVSEAINST 4200.17B and SECNAVINST 4205.5 "Contracting Officer's Technical Representative" and the Contracting Officer's COR Appointment Letter.

o. Submission of written report on contractor performance within 60 days of contract completion, but not less often than annually. The report should address all aspects of contractor performance including cost performance including cost effectiveness, quality and timeliness of contractor performance (and shall include delivery order log).

p. Anticipating and submitting requests for follow-on contract requirements in sufficient time to allow for award prior to the expiration of this contract.

NAMES/ADDRESSES/CODES/TELEPHONE NUMBER OF COGNIZANT INDIVIDUAL/OFFICE

COR	<u>Joe McClure</u>	<u>655B</u>	<u>(301)743-4468 x295</u>
	Name	Code	Telephone

PCO	<u>Celeste A. Mills</u>	<u>1141</u>	<u>(301)743-6655</u>
	Name	Code	Telephone

DCAA (refer to the invoice clause of the contract, Section G)

PAYING OFFICE (refer to page one of contract document)

CAO (refer to page one of contract document)



WAGE DETERMINATION NO: REV 94-2103(14) AREA: DC,DISTRICT-WIDE

\*\*\*\*\*FOR USE BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Wage Determination No.:94-2103 William W. Gross

Division of | Revision No.: 14  
Director | Wage Determinations | Date of Last Revision: 07/01/1997

State(s): Dist. of Col., Maryland, Virginia

Area: MARYLAND COUNTIES OF CALVERT, CHARLES, FREDERICK, MONTGOMERY,  
PRINCE GEORGE'S, ST MARY'S.  
VIRGINIA COUNTIES OF ALEXANDRIA, ARLINGTON, FAIRFAX, FALLS CHURCH,  
FAUQUIER, KING GEORGE, LOUDOUN, PRINCE WILLIAM, STAFFORD.

\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\*

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
ADMINISTRATIVE SUPPORT AND CLERICAL:	
01011 Accounting Clerk I	\$ 8.79
01012 Accounting Clerk II	\$ 10.28
01013 Accounting Clerk III	\$ 12.15
01014 Accounting Clerk IV	\$ 14.16
01030 Court Reporter	\$ 13.22
01050 Dispatcher, Motor Vehicle	\$ 13.85
01060 Document Preparation Clerk	\$ 10.25
01070 Messenger (Courier)	\$ 9.67
01090 Duplicating Machine Operator	\$ 10.25
01110 Film/Tape Librarian	\$ 12.88
01115 General Clerk I	\$ 7.82
01116 General Clerk II	\$ 9.17
01117 General Clerk III	\$ 10.25
01118 General Clerk IV	\$ 14.31
01120 Housing Referral Assistant	\$ 14.82
01131 Key Entry Operator I	\$ 10.05
01132 Key Entry Operator II	\$ 11.23
01191 Order Clerk I	\$ 11.26
01192 Order Clerk II	\$ 12.44
01261 Personnel Assistant (Employment) I	\$ 10.33
01262 Personnel Assistant (Employment) II	\$ 11.28
01263 Personnel Assistant (Employment) III	\$ 13.00
01264 Personnel Assistant (Employment) IV	\$ 15.50
01270 Production Control Clerk	\$ 14.82
01290 Rental Clerk	\$ 12.08
01300 Scheduler, Maintenance	\$ 12.08
01311 Secretary I	\$ 12.08
01312 Secretary II	\$ 13.22
01313 Secretary III	\$ 14.82
01314 Secretary IV	\$ 16.86
01315 Secretary V	\$ 18.96
01320 Service Order Dispatcher	\$ 12.08

01341	Stenographer I	\$ 13.26
01342	Stenographer II	\$ 14.87
01400	Supply Technician	\$ 16.86
01420	Survey Worker(Interviewer)	\$ 13.22
01460	Switchboard Operator- Receptionist	\$ 10.28
01510	Test Examiner	\$ 13.22
01520	Test Proctor	\$ 13.22
01531	Travel Clerk I	\$ 7.98
01532	Travel Clerk II	\$ 8.60
01533	Travel Clerk III	\$ 9.26
01611	Word Processor I	\$ 10.48
01612	Word Processor II	\$ 12.05
01613	Word Processor III	\$ 14.95
AUTOMATIC DATA PROCESSING:		
03010	Computer Data Librarian	\$ 9.97
03041	Computer Operator I	\$ 10.23
03042	Computer Operator II	\$ 12.06
03043	Computer Operator III	\$ 14.62
03044	Computer Operator IV	\$ 16.53
03045	Computer Operator V	\$ 17.79
03071	Computer Programmer I 1/	\$ 14.46
03072	Computer Programmer II 1/	\$ 16.97
03073	Computer Programmer III 1/	\$ 19.87
03074	Computer Programmer IV 1/	\$ 23.04
03101	Computer Systems Analyst I 1/	\$ 17.93
03102	Computer Systems Analyst II 1/	\$ 23.32
03103	Computer Systems Analyst III 1/	\$ 27.12
03160	Peripheral Equipment Operator	\$ 9.97
AUTOMOTIVE SERVICE:		
05005	Automobile Body Repairer, Fiberglass	\$ 18.39
05010	Automotive Glass Installer	\$ 16.45
05040	Automotive Worker	\$ 16.45
05070	Electrician, Automotive	\$ 17.44
05100	Mobile Equipment Servicer	\$ 14.43
05130	Motor Equipment Metal Mechanic	\$ 18.39
05160	Motor Equipment Metal Worker	\$ 16.45
05190	Motor Vehicle Mechanic	\$ 18.46
05220	Motor Vehicle Mechanic Helper	\$ 13.38
05250	Motor Vehicle Upholstery Worker	\$ 15.47
05280	Motor Vehicle Wrecker	\$ 16.45
05310	Painter, Automotive	\$ 17.44
05340	Radiator Repair Specialist	\$ 16.45
05370	Tire Repairer	\$ 14.43
05400	Transmission Repair Specialist	\$ 18.39
FOOD PREPARATION AND SERVICE:		
07010	Baker	\$ 11.47
07041	Cook I	\$ 10.06
07042	Cook II	\$ 11.47
07070	Dishwasher	\$ 7.23
07100	Food Service Worker (Cafeteria Worker)	\$ 7.23
07130	Meat Cutter	\$ 11.47
07250	Waiter/Waitress	\$ 7.89
FURNITURE MAINTENANCE AND REPAIR:		
09010	Electrostatic Spray Painter	\$ 17.44
09040	Furniture Handler	\$ 12.13
09070	Furniture Refinisher	\$ 17.44

09100 Furniture Refinisher Helper	\$ 13.38
09110 Furniture Repairer, Minor	\$ 15.47
09130 Upholsterer	\$ 17.44
GENERAL SERVICES AND SUPPORT:	
11030 Cleaner, Vehicles	\$ 7.23
11060 Elevator Operator	\$ 7.23
11090 Gardener	\$ 10.06
11121 Housekeeping Aide I	\$ 6.44
11122 Housekeeping Aide II	\$ 7.26
11150 Janitor	\$ 7.23
11210 Laborer, Grounds Maintenance	\$ 7.89
11240 Maid or Houseman	\$ 6.39
11270 Pest Controller	\$ 10.79
11300 Refuse Collector	\$ 7.23
11330 Tractor Operator	\$ 9.33
11360 Window Cleaner	\$ 7.89
HEALTH:	
12020 Dental Assistant	\$ 9.73
12040 Emergency Medical Technician/ Paramedic Ambulance Driver	\$ 10.42
12071 Licensed Practical Nurse I	\$ 12.69
12072 Licensed Practical Nurse II	\$ 14.25
12073 Licensed Practical Nurse III	\$ 15.95
12100 Medical Assistant	\$ 8.69
12130 Medical Laboratory Technician	\$ 8.69
12160 Medical Record Clerk	\$ 8.69
12190 Medical Record Technician	\$ 12.05
12221 Nursing Assistant I	\$ 7.28
12222 Nursing Assistant II	\$ 8.18
12223 Nursing Assistant III	\$ 10.48
12224 Nursing Assistant IV	\$ 11.77
12250 Pharmacy Technician	\$ 10.84
12280 Phlebotomist	\$ 8.69
12311 Registered Nurse I	\$ 15.88
12312 Registered Nurse II	\$ 17.80
12313 Registered Nurse II, Specialist	\$ 19.65
12314 Registered Nurse III	\$ 21.55
12315 Registered Nurse III, Anesthetist	\$ 21.55
12316 Registered Nurse IV	\$ 25.83
INFORMATION AND ARTS:	
13002 Audiovisual Librarian	\$ 16.86
13011 Exhibits Specialist I	\$ 15.11
13012 Exhibits Specialist II	\$ 18.90
13013 Exhibits Specialist III	\$ 23.27
13041 Illustrator I	\$ 15.11
13042 Illustrator II	\$ 18.90
13043 Illustrator III	\$ 23.27
13047 Librarian	\$ 18.96
13050 Library Technician	\$ 13.22
13071 Photographer I	\$ 13.46
13072 Photographer II	\$ 15.11
13073 Photographer III	\$ 18.90
13074 Photographer IV	\$ 23.27
13075 Photographer V	\$ 25.60
LAUNDRY, DRY CLEANING, PRESSING:	
15010 Assembler	\$ 6.01
15030 Counter Attendant	\$ 6.01
15040 Dry Cleaner	\$ 7.77

15070 Finisher, Flatwork, Machine	\$ 6.01
15090 Presser, Hand	\$ 6.01
15100 Presser, Machine, Dry Cleaning	\$ 6.01
15130 Presser, Machine, Shirts	\$ 6.01
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 6.01
15190 Sewing Machine Operator	\$ 8.39
15220 Tailor	\$ 8.99
15250 Washer, Machine	\$ 6.60
MACHINE TOOL OPERATION AND REPAIR:	
19010 Machine-tool Operator (Toolroom)	\$ 17.44
19040 Tool and Die Maker	\$ 21.24
MATERIALS HANDLING AND PACKING:	
21010 Fuel Distribution System Operator	\$ 14.80
21020 Material Coordinator	\$ 14.64
21030 Material Expediter	\$ 14.64
21040 Material Handling Laborer	\$ 10.01
21050 Order Filler	\$ 12.76
21071 Forklift Operator	\$ 10.93
21080 Production Line Worker (Food Processing)	\$ 11.25
21100 Shipping/Receiving Clerk	\$ 11.78
21130 Shipping Packer	\$ 10.99
21140 Store Worker I	\$ 8.61
21150 Stock Clerk ( Shelf Stocker; Store Worker II )	\$ 10.50
21210 Tools and Parts Attendant	\$ 12.73
21400 Warehouse Specialist	\$ 11.25
MECHANICS AND MAINTENANCE AND REPAIR:	
23010 Aircraft Mechanic	\$ 18.39
23040 Aircraft Mechanic Helper	\$ 13.38
23050 Aircraft Quality Control Inspector	\$ 19.37
23060 Aircraft Servicer	\$ 15.47
23070 Aircraft Worker	\$ 16.45
23100 Appliance Mechanic	\$ 17.44
23120 Bicycle Repairer	\$ 14.43
23125 Cable Splicer	\$ 18.39
23130 Carpenter, Maintenance	\$ 17.44
23140 Carpet Layer	\$ 16.85
23160 Electrician, Maintenance	\$ 17.93
23181 Electronics Technician, Maintenance I	\$ 15.51
23182 Electronics Technician, Maintenance II	\$ 19.80
23183 Electronics Technician, Maintenance III	\$ 21.56
23260 Fabric Worker	\$ 15.23
23290 Fire Alarm System Mechanic	\$ 18.39
23310 Fire Extinguisher Repairer	\$ 14.43
23340 Fuel Distribution System Mechanic	\$ 18.39
23370 General Maintenance Worker	\$ 15.90
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 18.39
23430 Heavy Equipment Mechanic	\$ 18.39
23440 Heavy Equipment Operator	\$ 18.66
23460 Instrument Mechanic	\$ 18.39

23470 Laborer	\$ 9.71
23500 Locksmith	\$ 17.44
23530 Machinery Maintenance Mechanic	\$ 19.82
23550 Machinist, Maintenance	\$ 20.79
23580 Maintenance Trades Helper	\$ 13.38
23640 Millwright	\$ 18.39
23700 Office Appliance Repairer	\$ 17.44
23740 Painter, Aircraft	\$ 17.44
23760 Painter, Maintenance	\$ 17.44
23790 Pipefitter, Maintenance	\$ 17.77
23800 Plumber, Maintenance	\$ 17.44
23820 Pneudraulic Systems Mechanic	\$ 18.39
23850 Rigger	\$ 18.39
23870 Scale Mechanic	\$ 16.45
23890 Sheet-metal Worker, Maintenance	\$ 18.39
23910 Small Engine Mechanic	\$ 19.37
23930 Telecommunications Mechanic I	\$ 18.39
23931 Telecommunications Mechanic II	\$ 19.37
23950 Telephone Lineman	\$ 18.39
23960 Welder, Combination, Maintenance	\$ 18.39
23965 Well Driller	\$ 18.39
23970 Woodcraft Worker	\$ 18.39
23980 Woodworker	\$ 14.80
PERSONAL NEEDS:	
24570 Child Care Attendant	\$ 8.69
24580 Child Care Center Clerk	\$ 10.54
24600 Chore Aide	\$ 6.39
24630 Homemaker	\$ 12.05
PLANT AND SYSTEM OPERATION:	
25010 Boiler Tender	\$ 18.39
25040 Sewage Plant Operator	\$ 17.44
25070 Stationary Engineer	\$ 18.39
25190 Ventilation Equipment Tender	\$ 13.38
25210 Water Treatment Plant Operator	\$ 17.44
PROTECTIVE SERVICE:	
27004 Alarm Monitor	\$ 11.20
27006 Corrections Officer	\$ 14.90
27010 Court Security Officer	\$ 15.76
27040 Detention Officer	\$ 15.76
27070 Firefighter	\$ 14.65
27101 Guard I	\$ 8.50
27102 Guard II	\$ 11.20
27130 Police Officer	\$ 17.54
STEVEDORING/LONGSHOREMEN SERVICE OCCUPATIONS:	
28010 Blocker and Bracer	\$ 13.83
28020 Hatch Tender	\$ 13.83
28030 Line Handler	\$ 13.83
28040 Stevedore I	\$ 13.00
28050 Stevedore II	\$ 14.66
TECHNICAL:	
29023 Archeological Technician I	\$ 13.63
29024 Archeological Technician II	\$ 15.25
29025 Archeological Technician III	\$ 18.90
29030 Cartographic Technician	\$ 18.90
29035 Computer Based Training Specialist/Instructor	\$ 17.93
29040 Civil Engineering Technician	\$ 18.90
29061 Drafter I	\$ 10.75

29062 Drafter II	\$ 13.46
29063 Drafter III	\$ 15.11
29064 Drafter IV	\$ 18.90
29081 Engineering Technician I	\$ 11.55
29082 Engineering Technician II	\$ 13.40
29083 Engineering Technician III	\$ 16.10
29084 Engineering Technician IV	\$ 18.48
29085 Engineering Technician V	\$ 22.60
29086 Engineering Technician VI	\$ 27.35
29090 Environmental Technician	\$ 18.27
29100 Flight Simulator/Instructor (Pilot)	\$ 23.32
29150 Graphic Artist	\$ 17.93
29160 Instructor	\$ 18.40
29210 Laboratory Technician	\$ 14.62
29240 Mathematical Technician	\$ 18.48
29361 Paralegal/Legal Assistant I	\$ 13.22
29362 Paralegal/Legal Assistant II	\$ 16.86
29363 Paralegal/Legal Assistant III	\$ 20.62
29364 Paralegal/Legal Assistant IV	\$ 24.95
29390 Photooptics Technician	\$ 18.48
29480 Technical Writer	\$ 16.72
29491 Unexploded Ordnance Technician I	\$ 14.74
29492 Unexploded Ordnance Technician II	\$ 17.83
29493 Unexploded Ordnance Technician III	\$ 21.37
29494 Unexploded Safety Escort	\$ 14.74
29495 Unexploded Sweep Personnel	\$ 14.74
29620 Weather Observer, Senior 2/	\$ 17.02
29621 Weather Observer, Combined 2/ Upper Air and Surface Programs	\$ 14.62
29622 Weather Observer, Upper Air 2/	\$ 14.62
TRANSPORTATION/MOBILE EQUIPMENT OPERATION:	
31030 Bus Driver	\$ 13.24
31260 Parking and Lot Attendant	\$ 7.50
31290 Shuttle Bus Driver	\$ 10.42
31300 Taxi Driver	\$ 9.67
31361 Truckdriver, Light Truck	\$ 10.42
31362 Truckdriver, Medium Truck	\$ 13.24
31363 Truckdriver, Heavy Truck	\$ 15.54
36364 Truckdriver, Tractor-Trailer	\$ 16.93
MISCELLANEOUS:	
99020 Animal Caretaker	\$ 8.61
99030 Cashier	\$ 6.51
99041 Carnival Equipment Operator	\$ 9.33
99042 Carnival Equipment Repairer	\$ 10.06
99043 Carnival Worker	\$ 7.23
99050 Desk Clerk	\$ 9.45
99095 Embalmer	\$ 18.40
99300 Lifeguard	\$ 6.89
99310 Mortician	\$ 18.40
99350 Park Attendant (Aide)	\$ 8.48
99400 Photofinishing Worker ( Photo Lab / Dark Room Technician )	\$ 7.58
99500 Recreation Specialist	\$ 15.40
99510 Recycling Worker	\$ 9.33
99610 Sales Clerk	\$ 6.75

99620 School Crossing Guard (Cross-walk Attendant)	\$ 7.23
99630 Sports Official	\$ 6.75
99658 Survey Party Chief	\$ 10.93
99659 Surveying Technician	\$ 9.42
99660 Surveying Aide	\$ 6.16
99690 Swimming Pool Operator	\$ 11.47
99720 Vending Machine Attendant	\$ 9.33
99730 Vending Machine Repairer	\$ 11.47
99740 Vending Machine Repairer Helper	\$ 9.33

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\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination \*\*

HEALTH & WELFARE: \$1.16 per hour or \$46.40 per week or \$201.07 per month.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the

actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).



4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination.

Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**52.204-3 Taxpayer Identification. (OCT 1998)**

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN:[ ].

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis.[ ]

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name [ ]

TIN [ ]

#### **52.204-5 Women-Owned Business. MAY 1999**

(a) *Representation.* The offeror represents that it ( ) is, ( ) is not a women-owned business concern.

(b) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

**52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by

paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country.  
(MAR 1998)**

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm;  
or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary.

The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

**252.209-7002 Disclosure of ownership or control by a foreign government. (SEP 1994)**

(a) "Definitions."

As used in this provision --

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election, appointment, or tenure of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government" --

(i) Means --

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government of the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means --

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) "Prohibited on award."

No contract under a national security program may be awarded to an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) "Disclosure".

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror	Description of Inter- est, Ownership
Name and Address of Entity Con- trolled by a For- eign Government.	Percentage, and Identification of Foreign Govern- ment

**52.209-7003 Compliance with Veterans' Employment Reporting Requirements. (MAR 1998)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

**52.215-4 (Reserved)**

**52.215-6 Place of Performance. (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_ intends, \_\_\_ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
_____	_____
_____	_____

**52.219-1 Small Business Program Representations. MAY 1999**

(a)(1) The standard industrial classification (SIC) code for this acquisition is **8711**.

(2) The small business size standard is \$20M

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it ( ) is, ( ) is not a

small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ( ) is, ( ) is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(c) *Definitions.*

*Joint venture*, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the ventures earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

*Small business concern*, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

*Small disadvantaged business concern*, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

*Women-owned small business concern*, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a



small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both ;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**52.219-1 Small Business Program Representations. (MAY 1999)**

-- Alternate I (OCT 1998)

-- Alternate II (JAN 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is [3569].

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it (\_\_\_) is, (\_\_\_) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). The offeror shall check the category in which its ownership falls:

(\_\_\_) Black American

(\_\_\_) Hispanic American

(\_\_\_) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

(\_\_\_) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

(\_\_\_) Subcontinental Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(\_\_\_) Individual/concern, other than one of the preceding

(5) Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents, as part of its offer, that

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: ] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)**

The offeror represents that -

(a) It \_\_\_ has, \_\_\_ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It \_\_\_ has, \_\_\_ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**52.222-25 Affirmative Action Compliance. (APR 1984)**

The offeror represents that -

(a) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**52.223-1 Clean Air and Water Certification. (APR 1984)**

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is \_\_\_ is not \_\_\_ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:  
(Check each block that is applicable.)

\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic

chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

\_\_\_ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**52.227-15 Representation of Limited Rights Data and Restricted Computer Software. (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] --

\_\_\_ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

\_\_\_ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

**252.225-7000 Buy American Act - Balance of Payments Program Certificate. (DEC 1991)**

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that --

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

-----  
Line item No.            Country of origin  
-----  
-----

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

-----  
Line item No.            Country of origin (If known)  
-----  
-----

**252.225-7003 Information for Duty-Free Entry Evaluation. (AUG 1992)**

(a) Is the offer based on furnishing any supplies (i.e., end items, components, or material) of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry - Qualifying Country End Products and Supplies clause of this solicitation?

Yes ( )

No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ( )

No ( )

(2) Has the duty on such foreign supplies been paid?

Yes ( )

No ( )

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$\_\_\_\_\_

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(d) Offers will be evaluated on a duty included basis except to the extent that --

(1) The supplies are qualifying country end products as defined in the Buy American Act and Balance of Payments Program clause of this solicitation; or

(2) The duty-free price is specified for use in the evaluation procedure.

**252.247-7022 Representation of Extent of Transportation by Sea. (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) "Representation." The Offeror represents that it --

\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

**52.204-6 Contractor Identification Number - Data Universal Numbering System (DUNS) Number. (JUN 1999)**

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@dbisma.com](mailto:globalinfo@dbisma.com).

**252.204-7001 Commercial and Government Entity (CAGE) Code Reporting. (DEC 1991)**

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will --

- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code ;
- (2) Complete section A and forward the form to DLSC; and
- (3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

**52.211-14 Notice of Priority Rating for National Defense Use. (SEP 1990)**

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [x] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (Contracting Officer check appropriate box.)

**52.215-1 Instructions to Offerors - Competitive Acquisition. OCT 1997**

**52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of a [ COST PLUS FIXED FEE INDEFINITE DELIVERY INDEFINITE QUANTITY LEVEL OF EFFORT SERVICE TYPE] contract resulting from this solicitation.

<b>52.216-27</b>	<b>Single or Multiple Awards</b>	<b>OCT 1995</b>
<b>52.222-24</b>	<b>Preaward On-Site Equal Opportunity Compliance Review. Deviation</b>	<b>APR 1984</b>
<b>52.222-46</b>	<b>Evaluation of Compensation for Professional Employees.</b>	<b>FEB 1993</b>
<b>252.227-7017</b>	<b>Identification and assertion of use, release, or disclosure restrictions.</b>	<b>JUN 1995</b>

**52.233-2 Service of Protest. (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

**Celeste A. Mills**  
**101 Strauss Avenue**  
**Indian Head, MD 20640-5035**  
**(301) 744-6655**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**52.252-1 Solicitation Provisions Incorporated by Reference. JUN 1988**

**SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (FEB 1997) (NSWCIHD)**

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

(a) **DIRECT LABOR** - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracted labor below).

(b) **FRINGE BENEFITS** - If applicable and in accordance with your normal accounting



procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

(c) OVERHEAD - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.

(d) SUBCONTRACTING LABOR - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract.

(e) OTHER - (1) Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) Indirect cost - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.

(f) GENERAL & ADMINISTRATIVE EXPENSE - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(g) FEE - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

**Cost information, SHALL APPEAR IN THE COST/PRICE PROPOSAL AND SECTION B OF THE RFP ONLY.**

**252.227-7028 Technical Data or Computer Software Previously Delivered to the Government. (JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

**SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)**

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors should provide copies of executed SPI modifications to document that the previously approved SPI have been implemented by the Contract Administration Office on past or existing contracts.

## **SECTION L        PROPOSAL REQUIREMENTS**

### **I.        DEFINITIONS**

The following definitions pertain to this solicitation:

**Contract** - In the context of this RFP a contract is defined as "a promise or set of promises for the breach of which the law gives a remedy, or the performance of which the law in some way recognizes a duty, and to receive due compensation".

**Offer** - In the context of this RFP, the word "offer" is synonymous with "proposal", and means, "The promises made by an offeror to comply with the terms and conditions of the RFP".

**Other Written Information** - Information provided by the offeror in addition to the information submitted as part of the "offer", (e.g., cost and pricing information, experience, past performance/financial information, personnel resource matrix, facilities, etc.).

**Oral Presentation** - An oral submission of information to the Government that it will use, instead of a written technical or management proposal, to evaluate an offeror's understanding of the Government's requirements. It is a presentation in which an offeror is required to demonstrate that it understands the nature of the work and the difficulties and uncertainties associated with its performance, and that it knows how to cope with them. It is a part of the assessment of an offeror's capability.

**Offer Acceptability** - An offer is acceptable when the offeror promises assent, without exception, to the terms and conditions, and statement of work presented in the RFP. Offer acceptability is a pass/fail factor.

**Offeror Capability** - An offeror's demonstrated ability to perform the type of work specified by the RFP which is a variable factor and subject to a scoring process.

**Offeror's Submission** - Three separate volumes containing Offer/Proposal, Offeror's Capability Information, and Cost and Price Information.

**Offer's Submission Acceptability** - Offeror's submission is determined to be acceptable when all volumes of information are provided. This includes the offer, offeror capability information and cost and price information.

**Unacceptable Submissions** - Any omission of any volume -- will receive a promised value of zero (0), and will not be eligible for award.

### **GENERAL INSTRUCTIONS**

Each offeror must submit an offer (proposal) and other written information and may be required to make an oral presentation in strict accordance with these instructions.

When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The Government will consider any failure on the part of an offeror to comply with both the letter and spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the Contracting Officer by

telephone, facsimile transmission, mail, or e-mail in order to request an explanation of any aspect of these instructions. The offeror will be evaluated on the following factors, which are listed in descending order of importance:

- (1) Offeror Submission
- (2) Offeror Capability
- (3) Price or Estimated Cost and Fee

Since an offeror's submission must be acceptable in order for an offeror to be eligible for contract award, and since the Government will evaluate acceptability on a pass or fail basis, acceptability of the offeror's submission is the most important evaluation factor. In deciding which of the acceptable offers is the best overall value, the Government will consider an offeror's capability to be significantly more important than price.

#### **a. Offeror Submission**

The Government will evaluate offeror's submission for acceptability on a pass or fail basis. The Government will consider a submission to be acceptable if it includes, **without exception**, Volume I, Offer, Volume II, Offeror Capability Information, and Volume III, Cost & Price Information, which shall be submitted in separate volumes. The Offeror shall submit the following:

**Volume I - Offer/Proposal** (2 copies)  
Completion of blocks 12 through 18 of the SF33 by the offeror;  
Section B CLIN prices or costs and fees inserted by the offeror;  
Consent and agreement to the Statement of Work and all clauses applicable to each section and the ones with fill-ins completed by the offeror;  
Sections A through K of the solicitation completed, all requested information provided and returned by the offeror in its entirety with no exceptions taken, Acceptance via signature of all amendments.

**Volume II - Offeror Capability Information** (3 copies)  
Experience Matrix and Supportive Narrative (not to exceed 15 pages)  
Past Performance Matrix  
Financial Stability Information  
Personnel Resource Matrix and Key Personnel Summary (not to exceed 5 pages)  
Facilities Information (not to exceed 5 pages)  
Paper Copy of Oral Presentation Slides (if directed by the Government)

**Volume III - Cost and Price Information** (2 copies)

The Government will consider any offer, (Volume I), that takes exception to any term or condition of the RFP, or that otherwise fails to manifest the offeror's unconditional assent to a term or condition, to be unacceptable, unless the RFP expressly provides that assent to the term or condition in question is not mandatory. Any unauthorized exception or failure will constitute a deficiency (see FAR 15.301). An offeror may eliminate a deficiency in its offer only through discussions, and if permitted by the Government.

The Government will consider any omission (Volume II and/or Volume III) to be unacceptable and such omission is not considered a deficiency in accordance with FAR 15.301. However, pursuant to FAR 15.306, exchanges of information with the offeror after receipt of proposals, may be permitted. The Government will assess the extent to which each offeror complied with the instructions in the RFP. The Government will consider any failure to comply with these instructions to be indicative of the kind of behavior that it could expect during contract performance and a lack of capability to perform satisfactorily. Volumes II and III constitute "other written information" and are not part of the Offer/Proposal, Volume I.

Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors in a competitive range, if necessary, and to permit such offerors to revise their offer/proposal. The Government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.206. The Government intends to award the contract on the basis of initial offers received, without discussions. Therefore, each offer should contain the offeror's best terms from a cost/price, capability and past performance standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

## **b. Offeror Capability Information**

### **(1) Experience**

*Experience* is the opportunity to learn by doing. The offeror shall provide evidence that demonstrates, during the past three (3) years, the opportunity to learn about relevant work processes and procedures and about the nature, difficulties, uncertainties and risks associated with performing the kind of work that will be required under the task(s) for which the offeror is proposing. The offeror shall identify Federal, state and local governments, and private contracts, (contract #, technical point of contact and address/telephone number) performed by them within the past three (3) years that were similar in nature to the requirements of this RFP. This shall include a list of all first tier subcontractors for each prime contract reference, and the name of their customer's customer for each subcontract reference. The information shall be submitted on the Experience Matrix, Attachment 1, for the task(s) being proposed. A supportive narrative, as to the benefits gained from each contract/subcontract reference identified, shall be included with each Matrix. This should be a summary of the offeror's experience in each of the work statement task areas and shall discuss the direct relevancy to the task areas. It shall not parrot the work statement task descriptions, as that is ineffective in supporting the offeror's claim of having gained experience in the given task area. This narrative shall not exceed 15 pages for each matrix submitted. The offeror may also provide information on problems encountered on the identified contracts and the corrective actions taken.

*The offeror will not attribute to its experience, the individual experience of its current or prospective employees.*

The offeror shall also specify to what extent subcontractors were involved in gaining related corporate experience, and their level of involvement with respect to scope of work, objective achieved, and personnel resources utilized, and how previous contracts relate to tasking under this effort.

The offeror will demonstrate and provide evidence of its commitment to small business and small disadvantaged-businesses, historically black colleges and universities or minority institutes during the performance of past contracts, whether joint venture, teaming arrangements or as subcontractors.

The offeror shall provide the information above for each task for which the offeror is proposing. The information should be separated for each task proposed (ie. If the offeror is proposing on Task III & IV only experience information as described shall be submitted separately for Task III & Task IV.

### **(2) Past Performance/Financial Stability**

*Past performance* is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The offeror shall provide a

list of references using the Past Performance Matrix, (Attachment 2), who will be able to provide information regarding the offeror's past performance during the past three (3) years regarding: (1) the quality and timeliness of the offeror's work; (2) the reasonableness of its prices, costs, and claims; (3) the reasonableness of its business behavior -- its willingness to cooperate and helpfulness in solving problems; (4) its concern for the interests of its customers; and (5) its integrity.

The offeror will submit the Past Performance Questionnaire to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. The offeror should instruct the references to complete the Past Performance Questionnaire and return it directly to:

**Naval Surface Warfare Center  
101 Strauss Avenue  
Indian Head, MD 20640-5035  
Attn: Michael Burch, Code 1141B, Bldg. 1558**

The offerors selected references must be listed on the Past Performance Matrix. **Failure of the references to submit the Past performance Questionnaire to the contract specialist within the requested timeframe will result in the inability of the government to rank the offeror's past performance and will effect the overall Level Of Confidence (LOCAR) of the offeror's capability.**

The offeror shall explain, if any, the role that subcontractor's have played in contributing to the successes and/or failures of the offeror and to what extent subcontractors performance has contributed to the past performance evaluation.

The offeror shall submit financial statements of their current fiscal year. Information shall include, as a minimum, balance sheet (statements of financial position) and statement of profit and loss (statement of net income). The information shall include current data regarding the general financial condition of the offeror and specific plans for financing the proposed contract. The Government does not intend to provide any financial assistance.

Offerors must either provide the above information or affirmatively state that it possesses no relevant, directly related, or similar past performance.

The offeror shall provide the information above for each task for which the offeror is proposing. The information should be separated for each task proposed (ie. If the offeror is proposing on Task III & IV only past performance/financial stability information as described shall be submitted separately for Task III & Task IV.

### **(3) Personnel Resources**

The offeror shall demonstrate to what extent **ALL** of the personnel proposed for each task area meet the qualifications of their respective labor category referenced in Section C of the RFP by submitting information about their work experience, education and whether the person is presently employed with the offeror, or whether they are proposed under a letter of intent. The offeror shall provide this information on the Personnel Resource Matrix (Attachment 3), for the **task(s) being proposed, for each person** all of the "key" and non-key labor categories specified in Section C. The offeror shall identify in the Personnel Resource Matrix, whether the proposed personnel are employed with the prime contractor, or whether they are employed with a proposed subcontractor. The offeror shall also indicate how the proposed mix of prime and subcontractor labor may impact the offeror's ability to manage and control the work efforts. The Government will evaluate the information provided in the Personnel Resource Matrix for each labor category identified in Section C to determine the acceptability of **ALL** the proposed resources.

In addition to the Personnel Resource Matrix, the offeror shall submit a Key Personnel Summary for each "key" labor category identified in Section C. The Key Personnel Summary shall describe the specific experience and specialized qualifications of only the proposed individuals in a "key" labor category. The Key Personnel Summary shall not exceed five (5) pages in total and shall provide historical data (work opportunities, assignments, etc.) that demonstrate specific experience and specialized qualifications of each person proposed as "key". **The Key Personnel Summary shall NOT: (1) parrot the Personnel Qualifications listed in Section C, (2) include non-key labor categories, or (3) resemble a resume.**

The offeror shall provide the information above for each task for which the offeror is proposing. The information should be separated for each task proposed (ie. If the offeror is proposing on Task III & IV only personnel resources information as described shall be submitted separately for Task III & Task IV.

#### **(4) Facilities**

The offeror shall describe its plan for providing the demonstration and testing facilities. Included shall be the square footage dedicated for the efforts and the specific equipment to be located at the facility(s) which will be utilized to support the functions of this contract. The offeror shall demonstrate the ability of its facilities and equipment to provide supportive documentation and drawings. Proof of ownership/lease of proposed facilities shall be provided through copies of ownership/leasing documentation. Documentation shall include a long range plan exhibiting that the contractor intends to maintain facilities/equipment for the duration of the contract. A site survey may be conducted at the Government's discretion. The offeror shall provide information as to the location of its facilities in order for the Government to conduct a Site Survey of the proposed facilities/equipment, if required. If the proposed facilities is contingent on this contract award, it shall be so indicated. The facilities' information shall not exceed 5 pages.

#### **(5) Understanding of the Work (Oral Presentation) (ONLY IF DIRECTED BY THE GOVERNMENT)**

**At the discretion of the Government,** and after the receipt of offers (proposals) by the Government, every acceptable offeror may be required to make an oral presentation to the Government's evaluation panel and participate in a question and answer session. The sole purpose of the oral presentation and question and answer session is to test an offeror's understanding of the work that the Government will require under the prospective contract.

##### **(i) Ground Rules**

The oral presentation and the question and answer session are not part of the offer (proposal) and are not themselves offers. The oral presentation and the question and answer session will not constitute discussions, as defined by FAR 15.601 and will not obligate the Government to determine a competitive range, conduct discussions, or solicit or entertain revised or best and final offers. Statements made by the offeror during the oral presentation or the question and answer session will not become a part of any contract resulting from the RFP, unless the Government and an offeror agree to make it a part of an offer during discussions. If the Government decides to conduct discussions, the Government will not solicit or entertain revisions to the oral presentations or to the answers given during the question and answer session.

**Eligibility** - Only offerors submitting acceptable offers (proposals) will be eligible to make an oral presentation, unless the Government decides to conduct discussions.

**Timing** - Oral presentations will commence within two - three weeks after the receipt of offers (proposals). The Contracting Officer will notify offerors of the scheduled date and time of their presentation at least one week in advance.

**Rescheduling** - The Government reserves the right to reschedule any offeror's presentation at the discretion of the Contracting Officer.

**Offeror Employee Participation** - One or more of the personnel whom the offeror will employ to manage or supervise contract performance on a full time basis (i.e., Program Manager or Key Personnel) must make the presentation. The manager who will have full time operational responsibility for contract performance must be present and must, at a minimum, answer questions directed to him/her during the question and answer session. Offerors may not use company senior or general managers or other employees or consultants to make any part of the oral presentation.

**(ii) Topics**

The offeror's presenters must demonstrate the offeror's understanding of the work that will be required under the prospective contract by addressing the following topics, in the following order, in accordance with the following instructions:

**Introduction** - The offeror should provide some information about itself as a firm, briefly describing its organization, history, products and services.

**Work Breakdown** - Present an analysis of the Statement of Work tasks [identify selected tasks] into their constituent activities. Briefly describe each activity and its inputs and outputs. Briefly describe interrelationships and interdependencies among the activities.

**Contract Work Schedule** - Present a Gantt chart that illustrates the contract work schedule by [week, month, quarter, or year]. Show the starting date and ending date of each activity identified in the work breakdown analysis. Describe the interrelationships and interdependencies among the tasks.

**Contract Resource Allocations** - Describe the types of professional, administrative, clerical and other labor that will be required to perform the contract work. Briefly describe each classification of professional and blue-collar labor, including position title(s) and grades, journeyman level qualification requirements, typical journeyman level duties and responsibilities, and estimated average salary or wage (including the value of fringe benefits). Describe the total number of hours of each of these professional and blue-collar labor classifications that will be allocated to each of the activities identified in the work breakdown analysis from start to finish. Also identify the types and hours of administrative and clerical labor that will be required for each activity.

**Performance Risk Analysis** - Identify contingent events that could, if they were to occur, endanger satisfactory performance. Focus on critical events that are realistically likely to occur and that would pose serious problems. (Do not try to identify every event that could cause some minor difficulty.) Briefly describe the nature of each such event, each work activity with which it is associated, the estimated likelihood of its occurrence, its likely effect on performance if it were to occur, its likely causes, and plans to prevent its occurrence and to respond in the event that it does occur.

**Responsibility Assignments** - The offeror shall demonstrate an understanding of the general management of task order performance. They should discuss their experience and knowledge of how to plan, organize, staff, direct, and control the performance of myriad and concurrent delivery order assignments. The responsibility assignment matrix shall identify key personnel and subcontractor personnel, and their responsibility for activity and whether they are primary or support personnel.

**Conclusion** - The offeror should summarize the main points of its presentation and state why the Government should select the offeror for contract award.

### **(iii) Presentation Time Limits**

Oral presentations, excluding the question and answer sessions, will be limited to 45 minutes. The Contracting Officer will strictly enforce this time limit. Following the oral presentation there will be a recess of approximately 15 minutes. After the recess there will be a 1/2 hour question and answer session.

### **(iv) Presentation Media**

Offerors must use 8 1/2 inch by 11-inch overhead slides to provide visual support for their presentations.

Slide text must be black on a white background. Offerors may use colors other than black and white on graphical slides --- e.g., bar charts or pie chart, etc. --- when color is useful in conveying information.

Slide text must conform to the following specifications:

Font: Times New Roman;

Size of heading font: 44 points;

Size of main text line font: 32 points;

Size of sub text line font: 28 points;

Lines of text per slide (i.e., number of bullets): no more than eight.

The above specifications of font sizes do not apply to captions and annotations on graphical slides. The purpose of these specifications is to reduce emphasis on the appearance of the presentation, as opposed to its content, and to minimize the cost of the presentation media. Offerors may place their name and company logo on the slides. Offerors should not use meaningless design elements, such as lines, bars, swirls, etc. that may contribute to visual attractiveness but communicate no useful information.

There is no limitation on the number of slides that an offeror may use. However, the Government will not consider the slides to be stand alone documents or evaluate the information on the slides except as visual aids to the presentation. When reviewing and evaluating the oral presentations, the Government will not review any slide that was not projected and addressed during the presentation. What the presenters say will take precedence over the information which appears on the slides. The production and use of an excessive number of slides may be detrimental to an offeror's interests.

Upon notification by the Government of the intent to conduct oral presentations, the offerors must submit their slides and one (1) set of paper copies to the Government. Offerors may not change their presentation slides after this submission. The Government will furnish the slides to the offeror's presenters immediately before the start of the presentation. The purpose of this restriction is to reassure offerors with regard to the integrity of the oral presentation process.

### **(v) Videotaping**

The Government may videotape the presentations. If videotaped, the Government will provide an offeror with a copy of the videotape of its own presentation at its request and at its own expense after contract award.

## **c. Cost/Price Information**



The cost/price information shall include a complete cost breakdown with all supporting information stating the basis for the amount of each cost element, in accordance with Public Law 87-653, and use of rates including overhead, G&A, Fee, etc. Unloaded/unburdened labor rates shall be provided. The proposal shall clearly show individual rates and indicate that the application of such rates to the selected base is in accordance with offeror's approved accounting practices. Each offeror shall fully explain the basis for the amount of each cost element and how the amount was developed providing complete justification for use in determining the proposed costs fair and reasonable.

Offerors are required to submit subcontractor cost and pricing information (if applicable) with supporting attachments under separate cover if necessary.

If the offeror is currently being audited or has been audited in the past by the Defense Contract Audit Agency (DCAA), the offeror shall furnish the name and location and point of contact of the assigned DCAA office as part of the price/cost information.

The offeror shall provide the information above for each task for which the offeror is proposing. The information should be separated for each task proposed (ie. If the offeror is proposing on Task III & IV only cost and price information as described shall be submitted separately for Task III & Task IV.

(INSERT MATRRIX, SEE ATTACHMENT)

#### LEVEL OF EFFORT - FOR EVALUATION PURPOSES ONLY (FEB 1997) NSWCIHD

This estimated composition of the total man-hours of direct labor by classification and ODCS NTE is as follows:

#### INDEPENDENT GOVERNMENT COST ESTIMATE

#### TASK I - ENVIRONMENTAL SAFETY AND HEALTH

Base Year	Hours
Program Manager (Key)	1,872
Project Manager (Key)	3,744
Environmental Scientist (Key)	4,992
Contract Administration Manager	4,992
Senior Environmental Engineer (Key)	7,488
Environmental Engineer	7,488
Safety Engineer	7,488
Digital Cartographer	7,488
Programmer (Key)	4,992
Systems Analyst (Key)	4,992
Systems Administrator	3,744
Systems Specialist	3,744
Librarian/Archivist	3,120
Communications Specialist	2,496
Industrial Hygienist	3,744
Technical Writer/Editor	2,496
Technical Illustrator	2,496
Engineer/Draftsman	2,496
Publication Coordinator	2,496

Administrative Assistant	1,872
Subcontractors/Consultants	\$300,000.00
Travel	\$ 75,000.00
Materials/Supplies	<u>\$600,000.00</u>
Sub-Total Other Direct Costs	\$975,00.00
G&A 18%	\$175,500.00
Total ODC's	\$1,150,500.00

TASK - II ENVIRONMENTAL APPLICATION AND MODELING

BASE YEAR I	
Program Manager (Key)	1,560
Project Manager (Key)	3,120
Environmental Scientist (Key)	4,160
Contract Administration Manager	4,160
Senior Environmental Engineer (Key)	6,240
Environmental Engineer	6,240
Safety Engineer	6,240
Digital Cartographer	6,240
Programmer (Key)	4,160
Systems Analyst (Key)	4,160
Systems Administrator	3,120
Systems Specialist	3,120
Librarian/Archivist	2,600
Communications Specialist	2,080
Industrial Hygienist	3,120
Technical Writer/Editor	2,080
Technical Illustrator	2,080
Engineer/Draftsman	2,080
Publication Coordinator	2,080
Administrative Assistant	1,560
Subcontractors/Consultants	\$250,000.00
Travel	\$ 62,500.00
Materials/Supplies	<u>\$500,000.00</u>
Sub-Total Other Direct Costs	\$812,500.00
G&A 18%	\$146,250.00
Total ODC's	\$958,750.00

TASK - III ENVIRONMENTAL INFORMATION MANAGEMENT ARCHITECTURE AND TECHNOLOGY

BASE YEAR I	
Program Manager (Key)	1,560
Project Manager (Key)	3,120
Environmental Scientist (Key)	4,160
Contract Administration Manager	4,160
Senior Environmental Engineer (Key)	6,240
Environmental Engineer	6,240
Safety Engineer	6,240
Digital Cartographer	6,240
Programmer (Key)	4,160
Systems Analyst (Key)	4,160
Systems Administrator	3,120

Systems Specialist	3,120
Librarian/Archivist	2,600
Communications Specialist	2,080
Industrial Hygienist	3,120
Technical Writer/Editor	2,080
Technical Illustrator	2,080
Engineer/Draftsman	2,080
Publication Coordinator	2,080
Administrative Assistant	1,560
Subcontractors/Consultants	\$250,000.00
Travel	\$ 62,500.00
Materials/Supplies	<u>\$500,000.00</u>
Sub-Total Other Direct Costs	\$812,500.00
G&A 18%	\$146,250.00
Total ODC's	\$958,750.00

#### TASK - IV ENVIRONMENTAL DATA MANAGEMENT

##### BASE YEAR I

Program Manager (Key)	1,248
Project Manager (Key)	2,496
Environmental Scientist (Key)	33,28
Contract Administration Manager	3,328
Senior Environmental Engineer (Key)	4,992
Environmental Engineer	4,992
Safety Engineer	4,992
Digital Cartographer	4,992
Programmer (Key)	3,328
Systems Analyst (Key)	3,328
Systems Administrator	2,496
Systems Specialist	2,496
Librarian/Archivist	2,080
Communications Specialist	1,664
Industrial Hygienist	2,496
Technical Writer/Editor	1,664
Technical Illustrator	1,664
Engineer/Draftsman	1,664
Publication Coordinator	1,664
Administrative Assistant	1,248
Subcontractors/Consultants	\$200,000.00
Travel	\$ 60,000.00
Materials/Supplies	<u>\$400,000.00</u>
Sub-Total Other Direct Costs	\$117,500.00
G&A 18%	\$117,000.00
Total ODC's	\$767,000.00

#### TOTAL GOVERNMENT COST ESTIMATE FOR ENVIRONMENTAL PLANNING AND SUPPORT SERVICES FOR BASE YEAR I

Program Manager (Key)	6,240
Project Manager (Key)	12,480
Environmental Scientist (Key)	16,640

Contract Administration Manager	16,640
Senior Environmental Engineer (Key )	24,960
Environmental Engineer	24,960
Safety Engineer	24,960
Digital Cartographer	24,960
Programmer (Key)	16,640
Systems Analyst (Key)	16,640
Systems Administrator	12,480
Systems Specialist	12,480
Librarian/Archivist	10,400
Communications Specialist	8,320
Industrial Hygienist	12,480
Technical Writer/Editor	8,320
Technical Illustrator	8,320
Engineer/Draftsman	8,320
Publication Coordinator	8,320
Administrative Assistant	6,240
Subcontractors/Consultants	\$1,000,000.00
Travel	\$250,000.00
Materials/Supplies	<u>\$2,000,000.00</u>
Total Other Direct Costs	\$3,250,000.00

**OPTION YEAR I - IV GOVERNMENT ESTIMATE LABOR CATEGORIES, LABOR HOURS AND ODS'S BREADDOWN ARE THE SAME AS THE BASE YEAR TASK I THRU TASK IV**

<b>Option Year I</b>	<b>Hours</b>
Program Manager (Key)	6,240
Project Manager (Key)	12,480
Environmental Scientist (Key)	16,640
Contract Administration Manager	16,640
Senior Environmental Engineer (Key )	24,960
Environmental Engineer	24,960
Safety Engineer	24,960
Digital Cartographer	24,960
Programmer (Key)	16,640
Systems Analyst (Key)	16,640
Systems Administrator	12,480
Systems Specialist	12,480
Librarian/Archivist	10,400
Communications Specialist	8,320
Industrial Hygienist	12,480
Technical Writer/Editor	8,320
Technical Illustrator	8,320
Engineer/Draftsman	8,320
Publication Coordinator	8,320
Administrative Assistant	6,240
Subcontractors/Consultants	\$1,000,000.00

Travel	\$250,000.00
Materials/Supplies	<u>\$2,000,000.00</u>

Total Other Direct Costs	\$3,250,000.00
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<b>G&amp;A 18%</b>	<b>\$585,000.00</b>
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<b>Total ODC's</b>	<b>\$3,835,000.00</b>
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<b>Option Year II</b>	<b>Hours</b>
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Program Manager (Key)	6,240
Project Manager (Key)	12,480
Environmental Scientist (Key)	16,640
Contract Administration Manager	16,640
Senior Environmental Engineer (Key)	24,960
Environmental Engineer	24,960
Safety Engineer	24,960
Digital Cartographer	24,960
Programmer (Key)	16,640
Systems Analyst (Key)	16,640
Systems Administrator	12,480
Systems Specialist	12,480
Librarian/Archivist	10,400
Communications Specialist	8,320
Industrial Hygienist	12,480
Technical Writer/Editor	8,320
Technical Illustrator	8,320
Engineer/Draftsman	8,320
Publication Coordinator	8,320
Administrative Assistant	6,240

Subcontractors/Consultants	\$1,000,000.00
Travel	\$250,000.00
Materials/Supplies	<u>\$2,000,000.00</u>

Total Other Direct Costs	\$3,250,000.00
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<b>G&amp;A 18%</b>	<b>\$585,000.00</b>
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<b>Total ODC's</b>	<b>\$3,835,000.00</b>
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<b>Option Year III</b>	<b>Hours</b>
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Program Manager (Key)	6,240
Project Manager (Key)	12,480
Environmental Scientist (Key)	16,640
Contract Administration Manager	16,640
Senior Environmental Engineer (Key)	24,960
Environmental Engineer	24,960
Safety Engineer	24,960
Digital Cartographer	24,960
Programmer (Key)	16,640
Systems Analyst (Key)	16,640
Systems Administrator	12,480
Systems Specialist	12,480

Librarian/Archivist	10,400
Communications Specialist	8,320
Industrial Hygienist	12,480
Technical Writer/Editor	8,320
Technical Illustrator	8,320
Engineer/Draftsman	8,320
Publication Coordinator	8,320
Administrative Assistant	6,240
Subcontractors/Consultants	\$1,000,000.00
Travel	\$250,000.00
Materials/Supplies	<u>\$2,000,000.00</u>
Total Other Direct Costs	\$3,250,000.00
<b>G&amp;A 18%</b>	<b>\$585,000.00</b>
<b>Total ODC's</b>	<b>\$3,835,000.00</b>

<b>Option Year IV</b>	<b>Hours</b>
Program Manager (Key)	6,240
Project Manager (Key)	12,480
Environmental Scientist (Key)	16,640
Contract Administration Manager	16,640
Senior Environmental Engineer (Key)	24,960
Environmental Engineer	24,960
Safety Engineer	24,960
Digital Cartographer	24,960
Programmer (Key)	16,640
Systems Analyst (Key)	16,640
Systems Administrator	12,480
Systems Specialist	12,480
Librarian/Archivist	10,400
Communications Specialist	8,320
Industrial Hygienist	12,480
Technical Writer/Editor	8,320
Technical Illustrator	8,320
Engineer/Draftsman	8,320
Publication Coordinator	8,320
Administrative Assistant	6,240
Subcontractors/Consultants	\$1,000,000.00
Travel	\$250,000.00
Materials/Supplies	<u>\$2,000,000.00</u>
Total Other Direct Costs	\$3,250,000.00
G&A 18%	\$585,000.00
Total ODC's	\$3,835,000.00

**52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997)**

(a) Exceptions from cost or pricing data.

- (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional

supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

#### **FACILITY SECURITY CLEARANCE (NAVSEA) SEP 1990**

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the level. Naval Sea Systems Command will initiate appropriate security clearance action for any apparent successful

offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

**\*Note: Per the Statement of Work Section 6.0, all personnel associated with this contract shall have a DoD "SECRET" clearance if required by individual delivery orders.**

**MAKE-OR-BUY PROGRAM (NAVSEA) SEP 1990**

Offeror shall submit as part of its proposal a written proposed make-or-buy program in accordance with the requirements set forth herein.

(a) Definition of Make-or-Buy Program: A make-or-buy program is that part of each offeror's written plan which identifies the major work efforts, sub-systems, assemblies, subassemblies, and components to be manufactured, developed, or assembled in its own facilities, and those which will be obtained elsewhere by subcontract. The program shall not include raw materials, commercial products or off-the-shelf items unless their potential impact on contract or schedule is critical. A "make" item is any item produced, or work performed, by the offeror or its affiliates, subsidiaries, or divisions. A "buy" item is any item or work effort which will be obtained elsewhere by subcontract.

(b) Requirements of Make-or-Buy Program under this Solicitation. For purposes of this solicitation, the make-or-buy program should not include items or work efforts estimated to cost less than (a) 1% of the total estimated contract price, or (b) \$1,000,000, whichever is less.

(c) Factors to be Considered by Offeror in the Formulation of Its Make-or-Buy Program. Offeror shall consider such factors as capability, capacity, availability of small business and labor surplus area concerns as subcontract sources, the establishment of new facilities in or near sections of concentrated unemployment or underemployment, contract schedules, integration control, proprietary processes, and technical superiority or exclusiveness, before identifying in its proposed make-or-buy program that work which it considers it or its affiliates, subsidiaries, or divisions (i) must perform as "must make", (ii) must subcontract as "must buy", and (iii) can either perform or acquire by subcontract as "can make or buy".

(d) Information Required in Offeror's Make-or-Buy Program. Offeror shall include in its proposed make-or-buy program:

(1) A description of each major item or work effort.

(2) Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy".

(3) For each item or work effort categorized as "can either make or buy", a proposal either to "make" or to "buy". (4) Reasons for (i) categorizing items and work efforts as "must make" or "must buy", and (ii) proposing to "make" or to "buy" those categorized as "can either make or buy". The reasons must include the consideration given to the evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization or proposal.

(5) Designation of the plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.

(6) Identification of proposed subcontractors, if known, and their location and size status.

(7) Any recommendations to defer make-or-buy decisions when categorization of some



items or work efforts is impracticable at the time of submission.

(8) Any other information the Contracting Officer requires in order to evaluate the program.

#### **REQUIREMENTS CONCERNING WORK WEEK MAY 1993**

(a) Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work.

(b) The offeror may include uncompensated effort in its proposed level of effort if:

(1) The offeror has an established cost accounting system, approved by the Defense Contract Audit Agency, which records all hours worked, including uncompensated hours, for all employees, and regardless of contract type.

(2) Uncompensated hours, for all employees and regardless of contract type, are included in the offeror's base for allocation of overhead costs.

(3) The proposal identifies hours of uncompensated effort proposed by labor category.

(4) The proposal identifies the amount of uncompensated effort which will be performed without supervision and without support personnel and assesses the productivity of such effort.

(5) The proposal describes the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

(6) The proposal includes a copy of the corporate policy addressing uncompensated effort.

(c) The above information must be provided for each subcontract which has uncompensated effort included in the proposed level of effort.

(d) Any proposal which includes uncompensated effort in the proposed level of effort not in compliance with the above may be rejected.

#### **SECTION M - EVALUATION FACTORS FOR AWARD**

**52.217-5**

**Evaluation of Options.**

**JUL 1990**

#### **COST REALISM (JUN 1993) (IHD/NSWC)**

Cost realism may be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (1) to verify the offeror's understanding of the requirements; (2) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the offeror will provide the supplies or services for the offered prices/costs; and (3) assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When cost realism is performed, the resulting realistic cost estimate shall be used in the evaluation of cost.

#### **EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)**

Previously approved Single Process Initiative (SPI) processes will be evaluated under the

source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

## **SECTION M EVALUATION FACTORS FOR AWARD**

### **I. DEFINITIONS**

The following definitions pertain to evaluation methodology to be used for this solicitation:

**Promised Value** - The score an acceptable offer receives. Offers are scored on a pass/fail basis. Therefore an acceptable offer is worth a score of 100. An unacceptable offer is worth zero (0).

**Offeror Capability Evaluation Factors** - Distinguishing attributes (experience, personnel resources, capacity of facilities and equipment, and cost, schedule, quality and safety practices) and record of performance data which provide an indication of the offeror's ability and willingness to keep it's promises of the offer.

**Level of Confidence Assessment** - An agency's subjective assessment of the likelihood that an offeror will perform successfully, which is determined on the basis of the offeror's

evaluated capability.

**Level of Confidence Assessment Rating (LOCAR)** - This is a rating assigned by the TEP to each offeror's capability assessment. A LOCAR of 0 to 1.0 shall signify the TEP's level of confidence in each offeror's prospects for success, based on its experience, past performance, personnel qualifications, facilities, and oral presentation (if applicable). A score of .95 to 1.0 signifies most confidence. A score of .6 to .94 signifies more confidence. A score of .0 to .5 indicates a belief that failure is more likely than success. A score of .5 signifies that the TEP believes that success and failure are equally likely, (i.e. 50/50 chance of success). The score of .5 is appropriate when the TEP has no basis for believing in either success or failure. See Table I herein for an example.

**Cost Realism Determination** - The process of analyzing an offeror's proposed estimated cost, which can reasonably be expected to be incurred in performance of the contract in accordance with his offer.

**Expected Value** - That score derived by the TEP when multiplying the Acceptable Offer score (100 pts.) by the LOCAR %. (example: an Acceptable Offer always receives 100 points). The Level of Confidence Rating 0 -1.0 signifies the TEP's level of confidence in success, thus a LOCAR of .6 would produce an expected value score of 60 points,  $[100 \times .6 = 60]$ ). This process adjusts the value of the offeror's promises on the basis of the TEP's level of confidence in the offeror. This score reflects what the agency expects from the offeror, based on its capability. See Table 2 herein for an example.

**Best Overall Value** - That determination derived through the trading off of expected value and price in order to rank the offers and identify the offeror whom represents the "best overall value". The Government will make a series of paired comparisons among the offerors. If, in any, comparison of any two offerors, one offeror has both the higher expected value and the lower price, then that offeror is the best overall value. If the offeror with the higher expected value also has the higher price, then the BOVAB must decide whether the margin of higher expected value (i.e., greater prospects for success) is worth the higher price. The best overall value decision should be fully documented in terms of differences in experience, past performance/financial, qualifications of personnel, facilities and understanding of the work, (oral presentation). See Table 2 for a depiction of this process.

## II. GENERAL INFORMATION

The Government will award contracts to the offeror representing the best overall value. Offeror's are permitted to propose on one or more Task Areas. Each Task Area will be evaluated independently to determine the "best overall value". The Government may award one or more contracts per Task Area based on the overall evaluation results and its best interest. The Government intends to award no more than two contracts per task. The minimum guaranteed amount of **\$80,000.00** will be shared amongst all awardees. Awards to contractors under Task III & IV are reserved for Small Business Concerns. The Government will determine best overall value on the basis of the following factors (in descending order of importance):

- (1) Offeror Submission
- (2) Offeror Capability
- (3) Price or Estimated Cost and Fee

Since an offeror's submission must be acceptable in order for an offeror to be eligible for contract award, and since the Government will evaluate acceptability on a pass or fail

basis, acceptability of the offeror's submission is the most important evaluation factor. In deciding which of the acceptable offers is the best overall value, the Government will consider an offeror's capability to be significantly more important than price. The capability sub-factors are listed in descending order of importance.

FACTORS	WEIGHTING
(1) Experience	Most Important
(2) Past Performance/Financial Stability	2 <sup>nd</sup> Most Important
(3) Personnel Resources	3 <sup>rd</sup> Most Important
(4) Facilities	4 <sup>th</sup> Most Important
(5) Understanding of the Work (Oral Presentation)	5 <sup>th</sup> Most Important

#### **a. Offeror Submission**

The Government will evaluate offeror's submission for acceptability on a pass or fail basis. The Government will consider a submission to be acceptable if it includes, **without exception**, Volume I, Offer, Volume II, Offeror Capability Information, and Volume III, Cost & Price Information, which shall be submitted in separate volumes.

Upon receipt of the submissions, acceptability shall be documented. Assessment or evaluation of an offeror's capability information shall only be conducted after their submission is determined to be acceptable. Submissions determined to be unacceptable shall be excluded from further consideration unless the Contracting Officer makes a determination that the proposal can be made acceptable and it is in the Government's best interest to hold discussions.

The Government will consider any offer, (Volume I), that takes exception to any term or condition of the RFP, or that otherwise fails to manifest the offeror's unconditional assent to a term or condition, to be unacceptable, unless the RFP expressly provides that assent to the term or condition in question is not mandatory. Any unauthorized exception or failure will constitute a deficiency (see FAR 15.301). An offeror may eliminate a deficiency in its offer only through discussions.

The Government will consider any omission (Volume II and/or Volume III) to be unacceptable and such omission is not considered a deficiency in accordance with FAR 15.301. Volumes II and III constitute "other written information" and are not part of the Offer/Proposal, Volume I. However, pursuant to FAR 15.306, exchanges of information with the offeror after receipt of proposals, may be permitted. The Government will assess the extent to which each offeror complied with the instructions in the RFP. The Government will consider any failure to comply with these instructions to be indicative of the kind of behavior that it could expect during contract performance and a lack of capability to perform satisfactorily.

Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors in a competitive range, if necessary, and to permit such offerors to revise their offer/proposal. The Government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.206. The Government intends to award the contract on the basis of initial offers received, without discussions. Therefore, each offer should contain the offeror's best terms from a cost/price, capability and past performance standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted only with those offerors; determined to have a reasonable chance for award.

#### **b. Offeror Capability Information**

## **(1) Experience**

*Experience* is the opportunity to learn by doing. The Government will assess each offeror's work records to determine whether, during the past (3) years, the offeror has had the opportunity to learn about relevant work processes and procedures and about the nature, difficulties and uncertainties associated with performing the work that will be required under the prospective contract. The Government will try to determine how many opportunities an offeror has had, as a business entity, to carry out those processes and procedures and to cope with those difficulties and uncertainties.

The Government will evaluate the benefits gained from each contract/subcontract reference identified and the offeror's experience as it relates to each of the SOW task areas and its direct relevancy to the SOW task areas. The Government will assess whether or not the offeror has simply parroted the SOW task descriptions, or whether distinct, relevant information has been provided.

The Government will not attribute to an offeror *the individual experience of the offeror's current or prospective employees*. The Government will also assess to what extent subcontractors were involved in gaining related corporate experience, and their level of involvement with respect to scope of work, objective achieved, and personnel resources utilized, and how previous contracts relate to tasking under this effort.

*The Government will also assess the offeror's commitment to small business and small disadvantaged-businesses, historically black colleges and universities or minority institutes during the performance of past contracts, whether joint venture, teaming arrangements or as subcontractors.*

## **(2) Past Performance/Financial Stability**

**a.** *Past Performance* is a measure of the degree to which an offeror, as an organization, has during the past three-(3) years: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The Government will inquire about: (1) the quality and timeliness of the offeror's work; (2) the reasonableness of its prices, costs, and claims; (3) the reasonableness of its business behavior - its willingness to cooperate and helpfulness in solving problems; (4) its concern for the interests of its customers; and (5) its integrity. In the investigation of an offeror's past performance, the Government will contact former customers and Government agencies, and other private and public sources of information. This information shall be provided using the Past Performance Matrix, Attachment (2). **The reference information must be current to facilitate the evaluation process. Failure of an offeror's references to respond within the required timeframe will result in the inability of the Government to rank an offeror's past performance and will effect the overall LOCAR of the offeror's capability.**

The Government will also assess the role that subcontractor's have played in contributing to the successes and/or failures of the offeror and to what extent subcontractors' performance has contributed to the past performance evaluation.

**b.** The Government will evaluate each offeror's *financial stability*. Various methods shall be used to assess standard liquidity activity, debt, and profitability ratios. The contractor shall submit a Profit and Loss Statement for the last complete fiscal year.

## **(3) Personnel Resources**

The Government will evaluate the personnel to assess to what extent the proposed personnel meet the qualifications of their respective labor category referenced in

Section C of the RFP. In doing so, the Government will review their work experience, education and whether the person is presently employed with the offeror, or whether they are proposed under a letter of intent. The Government will evaluate the information provided in the Personnel Resource Matrix, Attachment (3), for each labor category identified in Section C, to determine the acceptability of ALL the proposed resources. In addition to the Personnel Resource Matrix, the offeror shall submit a Key Personnel Summary for each key labor category identified in Section C. The Key Personnel Summary shall describe the specific experience and specialized qualifications of only the proposed individuals in a "key" labor category. The summary shall **NOT**: (1) parrot the Personnel Qualifications listed in Section C, (2) include non-key labor categories, or (3) resemble a resume.

In addition to the information provided in the Matrix, the Government shall evaluate whether the proposed personnel are employed with the prime contractor, or whether they are employed with a proposed subcontractor. The Government will assess the mix of prime and subcontracted labor and the impact it has on the prime contractor's ability to directly manage and control the work efforts.

#### **(4) Facilities**

The Government will evaluate the adequacy of the offeror's facilities to be utilized for the development and testing efforts of this requirement. If it is anticipated that more than one facility will be utilized, (e.g. East and West Coasts) then it shall be so indicated. Included shall be the square footage dedicated for the efforts and the specific equipment located at the facility(s) which will be utilized to support the functions of this contract. In addition, the Government will evaluate the adequacy of these facilities and equipment to provide supportive documentation and drawings. Proof of ownership/lease of proposed facilities shall be provided through copies of ownership/leasing documentation. Documentation shall include a long range plan exhibiting that the contractor intends to maintain facilities/equipment for the duration of the contract. A site survey may be conducted at the Government's discretion. The contractor shall provide information as to the location of their facilities in order for the Government to conduct a Site Survey of the proposed facilities/equipment, if required. If any of the listed facilities or equipment is contingent on this contract award, it shall be so indicated. Any proposed facility(s) must be capable of obtaining a SECRET facility clearance upon award.

#### **(5) Understanding of the Work (Oral Presentations)**

Should the Government elect to conduct Oral Presentations, (if determined by the Government to be necessary to further assess offeror capability/understanding of the work), the Government will evaluate each offeror's understanding of the work on the basis of its oral presentation and the responses it gives during the question and answer session that will follow the oral presentation. In making this evaluation, the Government will consider an offeror's: **(1) Work Breakdown Analysis** - knowledge of the content of the work in terms of its constituent activities, their inputs and outputs, and their interrelationships and interdependencies; **(2) Work Schedule** recognition of the appropriate sequence and realistic duration of the work activities; **(3) Allocation of Resources** - knowledge of the appropriate types of resources required to perform the work and of their appropriate allocation to the work activities; **(4) Performance Risk** - familiarity with the difficulties, uncertainties, and risks associated with the work; and **(5) Responsibility Assignments** - knowledge of the personnel and subcontractor qualifications necessary to the performance of the work.

#### **c. Cost/Price Information**

Although price is not the most important evaluation factor, it will not be ignored. In evaluating cost type offers, realism of the offeror's estimated cost will be

considered. "Realism of Estimated Cost" 'is determined by reference to be the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with his offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis and may be considered in the capability analysis, which could reduce the Personnel Resources rating. The purpose of this evaluation shall be (1) to verify the offeror's understanding of the requirements; and (2) to assess the degree to which the cost/price proposal reflects the offeror's understanding of the work and the resources necessary to perform the work. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When cost realism is performed, the resulting realistic cost estimate shall be used in the evaluation of cost.

### III. SCORING PROCESS

(1) **A Level of Confidence Assessment Rating (LOCAR)** will be assigned to each offeror's capability, (including experience, past performance/financial stability, personnel resources, facilities, and understanding of the work). The following is the scale for the LOCAR:

**Less Confident (0 -.4)** - (Less likely to succeed).

**More Confident (.6 -.94)** - (More likely to succeed).

**Most Confident (.95 - 1.0)** - (Most likely to succeed).

**Neutral (.5)** - Indicates that the TEP believes that success and failure are equally likely, that is, that the offeror has a 50/50 chance of success. The score of .5 is appropriate when the TEP has no basis for believing in either success or failure.

The following Table is an example of the scoring process for the Offeror Capability Evaluation:

**Table 1 Offeror Capability/LOCAR Determination**

Offer or	Experience	Past Performance/ Financial Stability		Personnel Resources	Facilities	Understanding of the Work (Oral Presentation)	LOCAR
A	Excellent	Good	Excellent	Excellent	Excellent	Good	.95
B	Good	Good	Good	Excellent	Good	Good	.8
C	None	Good	Poor	Good	Poor	Poor	.4
*D							None

\*Offeror D's submission is unacceptable. Therefore further evaluation is not required since the offeror receives a promised value of zero (0) as noted in the Expected Value Table, 2 below.

(2) **Level of Confidence and Expected Value** - The Government will determine its level of confidence in each acceptable offeror on the basis of its evaluation of the offeror's capability. Level of confidence will be a subjective rating which will reflect the degree to which the Government believes that an offeror is likely to keep the promises it made in its offer. The Government will use this rating in order to determine the relative expected value of each offeror's promises.

The following Table 2 is an example of the scoring process used to determine Expected Value:

**Table 2 Expected Value Determination**

Offeror	Offeror Acceptability (Promised Value)	X	LOCAR	Expected Value	Price
A	100 points	X	.95	95%	\$52M
B	100 points	X	.8	80%	\$49M
C	100 points	X	.4	40%	\$56M
D	*0	X	none	0%	\$54M

\*Offeror D is unacceptable and therefore receives a promised value of zero (0).

**(3) Determining Best Overall Value** - In order to determine which offeror represents the best overall value, the Government will make a series of paired comparisons among the offerors. If, in any paired comparison, of any two offerors, one offeror has both a higher expected value and has the lower price, then that offeror is the best overall value. If the offeror has the higher expected value and the higher price, then the Government must decide whether the margin of higher expected value (i.e. greater prospects for success) is worth the higher price. The Government will continue to make paired comparisons in this way until an offeror representing the best overall value is identified. In the example depicted in the Expected Value Table 2 above, the Government may choose to award to either Offeror A, or B, but would most likely make a single award to Offeror A, (being determined the Best Overall Value to the Government).



**EXPERIENCE MATRIX**  
Requirements 5.0

References	Contract Statement of Work/Specification Work Elements						
	5.1	5.2	5.3	5.4	5.5	5.6	5.7

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER, FAX NUMBER AND EMAIL ADDRESS. CURRENT POC INFORMATION SHOULD BE PROVIDED TO FACILITATE THE EVALUATION PROCESS.

KEY: P - INDICATES OFFEROR WAS A PRIME CONTRACTOR - (attach list of any subcontractors and their involvement)  
S - INDICATES OFFEROR WAS A SUBCONTRACTOR - (attach list of the prime contractors customer POC)

SOURCE SELECTION INFORMATION  
SEE FAR 3.104

**EXPERIENCE MATRIX**  
**Task 1 – Environmental Safety and Health**

References	Contract Statement of Work/Specification Work Elements					
	4.1.1	4.1.2	4.1.3	4.1.4	4.1.5	4.1.6

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER, FAX NUMBER AND EMAIL ADDRESS. CURRENT POC INFORMATION SHOULD BE PROVIDED TO FACILITATE THE EVALUATION PROCESS.

KEY: P - INDICATES OFFEROR WAS A PRIME CONTRACTOR - (attach list of any subcontractors and their involvement)  
S - INDICATES OFFEROR WAS A SUBCONTRACTOR - (attach list of the prime contractors customer POC)

SOURCE SELECTION INFORMATION  
SEE FAR 3.104

**EXPERIENCE MATRIX**  
**Task II - Environmental Applications and Modeling**

References	Contract Statement of Work/Specification Work Elements					
	4.2.1	4.2.2	4.2.3	4.2.4	4.2.5	4.2.6

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER, FAX NUMBER AND EMAIL ADDRESS. CURRENT POC INFORMATION SHOULD BE PROVIDED TO FACILITATE THE EVALUATION PROCESS.

KEY: P - INDICATES OFFEROR WAS A PRIME CONTRACTOR - (attach list of any subcontractors and their involvement)  
S - INDICATES OFFEROR WAS A SUBCONTRACTOR - (attach list of the prime contractors customer POC)

SOURCE SELECTION INFORMATION  
SEE FAR 3.104

## EXPERIENCE MATRIX

### Task III - Environmental Information Management, Architecture and Technology

References	Contract Statement of Work/Specification Work Elements		
	4.3.1	4.3.2	4.3.3

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER, FAX NUMBER AND EMAIL ADDRESS. CURRENT POC INFORMATION SHOULD BE PROVIDED TO FACILITATE THE EVALUATION PROCESS.

KEY: P - INDICATES OFFEROR WAS A PRIME CONTRACTOR - (attach list of any subcontractors and their involvement)  
S - INDICATES OFFEROR WAS A SUBCONTRACTOR - (attach list of the prime contractors customer POC)

SOURCE SELECTION INFORMATION  
SEE FAR 3.104

**EXPERIENCE MATRIX**  
**Task IV - Environmental Data Management**

References	Contract Statement of Work/Specification Work Elements				
	4.4.1	4.4.2	4.4.3	4.4.4	4.4.5

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER, FAX NUMBER AND EMAIL ADDRESS. CURRENT POC INFORMATION SHOULD BE PROVIDED TO FACILITATE THE EVALUATION PROCESS.

KEY: P - INDICATES OFFEROR WAS A PRIME CONTRACTOR - (attach list of any subcontractors and their involvement)  
S - INDICATES OFFEROR WAS A SUBCONTRACTOR - (attach list of the prime contractors customer POC)

SOURCE SELECTION INFORMATION  
SEE FAR 3.104

**PAST PERFORMANCE MATRIX**  
**Requirements Section 5.0**

<b>References</b>	<b>\$ Value of Contract</b>	<b>Work Description</b>

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

SOURCE SELECTION INFORMATION  
 SEE FAR 3.104

**PAST PERFORMANCE MATRIX**  
**TASK I – Environmental Safety and Health**

<b>References</b>	<b>\$ Value of Contract</b>	<b>Work Description</b>	<b>Contract Completed on Time YES / NO</b>	<b>Contract Completed at Cost YES / NO (if no % of overrun)</b>	<b>Provide Explanation for NO answers</b>

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

SOURCE SELECTION INFORMATION  
SEE FAR 3.104

**PAST PERFORMANCE MATRIX**  
**TASK II – Environmental Applications and Modeling**

<b>References</b>	<b>\$ Value of Contract</b>	<b>Work Description</b>	<b>Contract Completed on Time YES / NO</b>	<b>Contract Completed at Cost YES / NO (if no % of overrun)</b>	<b>Provide Explanation for NO answers</b>

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

SOURCE SELECTION INFORMATION  
SEE FAR 3.104



**PAST PERFORMANCE MATRIX**  
**TASK III – Environmental Information Management Architecture and Technology**

<b>References</b>	<b>\$ Value of Contract</b>	<b>Work Description</b>	<b>Contract Completed on Time YES / NO</b>	<b>Contract Completed at Cost YES / NO (if no % of overrun)</b>	<b>Provide Explanation for NO answers</b>

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

SOURCE SELECTION INFORMATION  
SEE FAR 3.104

**PAST PERFORMANCE MATRIX**  
**TASK IV – Environmental Data Management**

<b>References</b>	<b>\$ Value of Contract</b>	<b>Work Description</b>	<b>Contract Completed on Time YES / NO</b>	<b>Contract Completed at Cost YES / NO (if no % of overrun)</b>	<b>Provide Explanation for NO answers</b>

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

SOURCE SELECTION INFORMATION  
SEE FAR 3.104

**PAST PERFORMANCE QUESTIONNAIRE COVER SHEET  
FOR SOLICITATION NUMBER N00174-99-R-0034**

Name of offeror questionnaire is being completed for: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

Name of company completing questionnaire: \_\_\_\_\_

Name of the person and title completing questionnaire: \_\_\_\_\_  
\_\_\_\_\_

Length of time your firm has been involved with the offeror: \_\_\_\_\_

**SUBMIT PAST PERFORMANCE QUESTIONNAIRE TO:**

**Naval Surface Warfare Center  
101 Strauss Avenue, Bldg. 1558  
Indian Head, MD 20640-5035  
Michael Burch, Contract Specialist, Code 1141B**

**BY: 27 September 1999**

**Attachment (4)**

**PAST PERFORMANCE QUESTIONNAIRE INTERVIEW SHEET**  
**SOLICITATION NUMBER: N00174-99-R-0034**

**RATING SCALE**

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question then you should mark "NA".

**EVALUATION CRITERIA**

- |                    |   |
|--------------------|---|
| <b>Excellent -</b> | The offeror's performance was consistently superior. The contractual performance was accomplished with few minor problems for which corrective action taken by the contractor were highly effective.  |
| <b>Good -</b>      | The offeror's performance was good, better than average, etc., and that they would willingly do business with the offeror again. The contractual performance was accomplished with some minor problems for which corrective actions taken by the contractor were effective.                         |
| <b>Neutral -</b>   | No record exists.   |
| <b>Average -</b>   | The offeror's performances were between good and average and consideration would take part in awarding a contract to the offeror again. The contractual performance reflects a problem for which the contractor has not yet identified corrective actions.  |
| <b>Poor -</b>      | The offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again under any circumstances. The contractual performance of the element being assessed contains problems for which the contractor corrective actions appear to be or were ineffective. |

### **CUSTOMER SATISFACTION**

- |  |               |
|--|---------------|
| 1. The referenced contractor was responsive to the customer's needs.   | E G N A P N/A |
| 2. The contractor's personnel were qualified to meet the requirements. | E G N A P N/A |
| 3. The contractor's ability to accurately estimate cost.               | E G N A P N/A |

### **TIMELINESS**

- |  |               |
|--|---------------|
| 4. The contractor's ability to ensure, to the extent of its responsibility, that all tasks were completed within the requested time frame. | E G N A P N/A |
|--|---------------|

### **TECHNICAL SUCCESS**

- |  |               |
|--|---------------|
| 5. The contractor had a clear understanding of the tasks detailed in the SOW and/or delivery orders. | E G N A P N/A |
| 6. The contractor's ability to complete tasks correctly the first time.                              | E G N A P N/A |
| 7. The contractor's ability to resolve problems.   | E G N A P N/A |

### **PROGRAM MANAGEMENT**

- |  |               |
|--|---------------|
| 8. Did the contractor successfully manage its subcontractors?  | E G N A P N/A |
| 9. Was the contractor's management effective in controlling Cost, schedule and performance requirements? | E G N A P N/A |

### **QUALITY**

- |   |               |
|---|---------------|
| 10. The contractor's quality and reliability of services delivered. | E G N A P N/A |
|---|---------------|

**PLEASE PROVIDE SUBJECTIVE RESPONSES FOR THE FOLLOWING:**

11. Would you recommend this contractor for similar government contracts? Please explain:

12. Have you experienced special or unique problems with the referenced contractor that we should be aware of in making our decision?

THANK YOU VERY MUCH.

Interviewer's Name: \_\_\_\_\_ Date \_\_\_\_\_

## **PERSONNEL RESOURCE MATRIX**

### **5.0 Requirements**

<u>Name</u>	<u>Labor Category</u>	<u>Degree</u>			<u>Years of Experience</u>	<u>Years of Specialized Experience</u>	<u>Company Currently Employed With</u>	<u>Letter of Intent</u> <u>X = Yes</u>	<u>SOW Experience</u>						
		<u>B</u>	<u>M</u>	<u>D</u>					5.1	5.2	5.3	5.4	5.5	5.6	5.7

This Matrix shall be accompanied with a Summary which provides examples of specific relevant experience gained by the key person proposed for a specific SOW task area

**SOW Experience**

X = Yes

No entry = No

## **PERSONNEL RESOURCE MATRIX**

### **General Requirements Section 5.0**

<u>Name</u>	<u>Labor Category</u>	<u>Degree</u>			<u>Years of Experience</u>	<u>Years of Specialized Experience</u>	<u>Company Currently Employed With</u>	<u>Letter of Intent X = Yes</u>	<u>Employee Experience Relative to SOW</u>						
		<u>B</u>	<u>M</u>	<u>D</u>					X = YES	BLANK = NO					
									5.1	5.2	5.3	5.4	5.5	5.6	5.7

This Matrix shall be accompanied with a Key Personnel Summary that provides examples of specific relevant experience gained by the key person proposed for a specific SOW task area.

SOURCE SELECTION INFORMATION  
SEE FAR 3.104



## **PERSONNEL RESOURCE MATRIX**

### **Task I - Environmental Safety and Health**

<u>Name</u>	<u>Labor Category</u>	<u>Degree</u>			<u>Years of Experience</u>	<u>Years of Specialized Experience</u>	<u>Company Currently Employed With</u>	<u>Letter of Intent</u> X = Yes	<u>Employee Experience Relative to SOW</u>					
		<u>B</u>	<u>M</u>	<u>D</u>					<u>X = YES</u>			<u>BLANK = NO</u>		
									<u>4.1.1</u>	<u>4.1.2</u>	<u>4.1.3</u>	<u>4.1.4</u>	<u>4.1.5</u>	<u>4.1.6</u>

This Matrix shall be accompanied with a Key Personnel Summary that provides examples of specific relevant experience gained by the key person proposed for a specific SOW task area.

SOURCE SELECTION INFORMATION  
SEE FAR 3.104

SOURCE SELECTION INFORMATION  
SEE FAR 3.104

## **Task II - Environmental Applications and Modeling**

This Matrix shall be accompanied with a Key Personnel Summary that provides examples of specific relevant experience gained by the key person proposed for a specific SOW task area.

## **PERSONNEL RESOURCE MATRIX**

### **Task III - Environmental Information Management, Architecture and Technology**

<u>Name</u>	<u>Labor Category</u>	<u>Degree</u> <u>B      M      D</u>			<u>Years of Experience</u>	<u>Years of Specialized Experience</u>	<u>Company Currently Employed With</u>	<u>Letter of Intent X = Yes</u>	<u>Employee Experience Relative to SOW</u>		
									X = YES	BLANK = NO	
									4.3.1	4.3.2	4.3.3

This Matrix shall be accompanied with a Key Personnel Summary that provides examples of specific relevant experience gained by the key person proposed for a specific SOW task area.

## **PERSONNEL RESOURCE MATRIX**

### **Task IV - Environmental Data Management**

<u>Name</u>	<u>Labor Category</u>	<u>Degree</u>			<u>Years of Experience</u>	<u>Years of Specialized Experience</u>	<u>Company Currently Employed With</u>	<u>Letter of Intent</u> X = Yes	<u>Employee Experience Relative to SOW</u>				
		<u>B</u>	<u>M</u>	<u>D</u>					X = YES		BLANK = NO		
									<u>4.4.1</u>	<u>4.4.2</u>	<u>4.4.3</u>	<u>4.4.4</u>	<u>4.4.5</u>

This Matrix shall be accompanied with a Key Personnel Summary that provides examples of specific relevant experience gained by the key person proposed for a specific SOW task area.

